



EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541
AUGUST 03, 2016

REGULAR MEETING AGENDA
6:00 PM

I. CALL TO ORDER, ESTABLISH QUORUM

- A. Prayer.
- B. Pledge of Allegiance.

II. CERTIFICATION OF PUBLIC NOTICE

III. PUBLIC COMMENTS

The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. If a resident desires to make a public comment, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

IV. PUBLIC HEARINGS

- A. Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment From Auto-Urban Uses to Urban Uses and the Rezoning Request from Agriculture (AG) District to Urban Residential (UR) District, Being a 6.61 Acre Tract of Land Out of Lot 71, Kelly-Pharr Tract, Located Approximately 990' North of Owassa Rd. and 350' East of Sugar Rd., as Requested by JTMR LLC. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus Saenz, Director of Planning & Zoning]

- B.** Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Urban University Uses to Neighborhood Commercial Uses and the Rezoning Request from Urban Residential (UR) District to Commercial Neighborhood (CN) District, Being Lots 5 & 6 Block 98, Edinburg Original Townsite, Located at 202 W. Schunior Street, as Requested by Arnoldo Perez Jr. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action)** [Jesus R. Saenz, Director of Planning and Zoning]
- C.** Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Urban Uses and the Rezoning Request from Agriculture (AG) District to Urban Residential (UR) District, Being 5.97 Acres out of the South Half (1/2) of Lot 65, Kelly-Pharr Subdivision, Located Approximately 300 ft. Northwest of the Intersection of S. Veterans Blvd. and Owassa Rd., as Requested by MDS Housing Owassa Ltd. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus Saenz, Director of Planning & Zoning]
- D.** Hold Public Hearing and Consider Ordinances Providing for the Rezoning Request from Suburban Residential (S) District to Commercial General (CG) District, Being a 0.64 Acre Tract of Land, Out of Lot 6, Section 243, Texas Mexican Railway Company Survey, Located at 1303 E. Rogers Rd., as Requested by Daniel And Yesenia Garza. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus Saenz Director of Planning & Zoning]
- E.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Neighborhood Conservation 7.1 (NC7.1) District to Urban Residential (UR) District, Being the South 94.5 Feet of Lots 5 and 6, Block 361, Edinburg Original Townsite, Located at 609 South 9th Ave., as Requested by Sara McFarland. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus R. Saenz, Director of Planning and Zoning]
- F.** Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture (AG) District to Commercial General (CG) District, Being 6.0 Acres Out of Lots 32 & 33, South Texas Development Co. Subdivision, Located Approximately 0.8 Miles East of Interstate 69C along El Cibolo Road, as Requested by PERMAPAC. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus R. Saenz, Director of Planning and Zoning]
- G.** Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Auto-Urban Residential (AU) District to Commercial General (CG) District, Being a 0.41 Acre Tract of Land Out of Lot 2, Section 275, Texas-Mexican Railway Company Survey, Located at 1200 S. McColl Road, as Requested by Leo Villarreal. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus R. Saenz, Director of Planning and Zoning]

- H. Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On Premise Consumption of Alcoholic Beverages for Late Hours, Being Lot 1, QUBE Hotel Group Subd., Located at 502 W. Trenton, as Requested by QUBE RGV Properties L.P. [Jesus R. Saenz, Director of Planning and Zoning]
- I. Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On-Premise Consumption of Alcoholic Beverages for Late Hours for the Sip Lounge, Being a 1.44 Acre Tract of Lot 1, Marval Plaza Subdivision, Located at 4315 South McColl Road, as Requested by Javier Carreon. [Jesus R. Saenz, Director of Planning and Zoning]

V. VARIANCES

- A. Consider Variance Request to the City's Unified Development Code as follows: Article 3, Districts and Bulk Standards, Section 3.303 Multi-Family, for The Garden at Russell Estates, Being a 4.00-Acre Tract of Land out of Lot 2, Section 242 Texas-Mexican Railway Company Survey, Located on the South Side of Mile 17 ½ North Road (Russell Road); Approximately 1,056.00-Feet East of Sugar Road, as Requested by Quintanilla, Headley and Associates, Inc. [Jesus R. Saenz, Director of Planning & Zoning]
- B. Consider Variance Request to the City's Unified Development Code as Follows: Article 7 – Plat and Site Plan Design, (1) Division 7.400 Subdivision Development and Design, (2) Division 7.500 Dedication of Land and Improvements, for La Cueva Del Tigre Subdivision, a 1.92 Acre Tract of Land out of Lot "A", Santa Cruz Gardens Subdivision Unit No. 1, Located on the Northeast Corner of I69C and Davis Road, as Requested by REGG Engineering & Surveying. [Jesus R. Saenz, Director of Planning & Zoning]
- C. Consider Variance Request to the City's Unified Development Code as Follows: Article 7 - Plat and Site Plan Design, Division 7.400 Subdivision Development and Design, for D-Day Properties LLC Subdivision AKA Carpet House Subdivision, a 2.15 Acre Tract of Land out of Lots 5 & 6 Section 236 Texas-Mexican Railway Company's Survey, Located on the Northeast Corner of I69C and Rogers Road, as Requested by REGG Engineering & Surveying. [Jesus R. Saenz, Director of Planning & Zoning]

VI. AWARDING OF BIDS

- A. Consider Awarding RFQ 2016-002, City of Edinburg, Bicycle / Pedestrian Master Plan, CSJ: 0921-02-34 to HALFF Associates, Inc., and Authorize the City Manager or His Designated Appointee to Negotiate a Professional Services Contract Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

- B.** Consider Awarding RFP No. 2016-020 Cisco SmartNet Renewals, to Presidio Networked Solutions Group, LLC in the Amount of \$20,731.73. [Leo Gonzales, Jr., Director of Information Technology]
- C.** Consider Awarding Bid No. 2016-91, Ammunition, to GT Distributors, Inc. for Item #1 in the Amount of \$13,429.44 and to Precision Delta Corporation for Item #3 in the Amount of \$10,425. [David White, Chief of Police]
- D.** Consider Authorizing the Purchase of Body Cameras and Data Storage Server from Coban Technologies, Inc., through the Houston Galveston Area Council (HGAC), in the Amount of \$104,507. [David White, Chief of Police]

VII. CONTRACTUAL

- A.** Consider Authorizing the City Manager to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration, for participation in the McAllen HIDTA Task Force. [David White, Chief of Police]

VIII. WAIVER

- A.** Consider Authorizing the City Manager to Waive Rental Fees for the use of the Softball Fields at the Edinburg Municipal Park for the Annual Emergency Services Softball Classic "Guns N' Hoses" to be Held on Saturday, August 20, 2016. [Richard M. Hinojosa, City Manager]

IX. BUDGET

- A.** Consider Certification of 2016 Anticipated Debt Collection Rate and 2015 Excess Debt Collection. [Ascencion Alonzo, Director of Finance]
- B.** Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:
 - 1.** General Fund: FROM Drainage Facilities TO Travel, Trainings, Meetings, in the Amount of \$300. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
 - 2.** General Fund: FROM Salaries TO Salaries; Taxes; Food; Other Supplies; Office Equipment & Furniture; Travel, Training; Meetings; Rents & Contractuals; Communications; and Humane Society, in the Amount of \$100,320. [Ascencion Alonzo, Director of Finance]
 - 3.** Utility Fund: FROM Waterlines & Fire Hydrants TO Air Conditioning Units; and Water Distribution System, in the Amount of \$29,312. [Arturo Martinez, Director of Utilities]
 - 4.** General Fund: FROM Machines & Equipment TO Air Conditioning Units, in the Amount of \$16,000. [Joe Filoteo, Director of Parks & Recreation]

5. Solid Waste Management Fund: FROM Other TO Signs & Signal Equipment; and Air Conditioning Units, in the Amount of 2,000. [Ramiro Gomez, Director of Solid Waste Management]
 6. Solid Waste Management Fund: FROM Structures; Motor Vehicles; Machines & Equipment; and Other TO Machines & Equipment; and Motor Vehicles, in the Amount of \$375,000. [Ramiro Gomez, Director of Solid Waste Management]
 7. T.C.S.A. Fund: FROM Membership Dues & Subsc; and Other TO Other, in the Amount of \$20,175. [David White, Chief of Police]
- C. Discuss and Consider Proposed Tax Rate for the City of Edinburg for Fiscal Year Beginning October 1, 2016 through September 30, 2017 and Setting Public Hearings. [Ascencion Alonzo, Director of Finance]

X. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

- A. Discussion and Possible Action Regarding Legal Issues Concerning Cause No. C-3145-15-I; The Shoppes at Rio Grande Valley, LP, et al vs. Simon Property Group (Texas) LP, et al; in the 398th Judicial District Court of Hidalgo County, Texas. (§551.071 Consultation With Attorney; Closed Meeting.)
- B. Discussion and Possible Action Regarding Economic Incentives Pertaining to Project Square. (§551.071. Consultation with Attorney; Closed Meeting; §551.072. Deliberation Regarding Real Property; Closed Meeting; and §551.087 Deliberations Regarding Economic Development Negotiations; Closed Meeting)
- C. Discussion and Possible Action Regarding Legal Issues Concerning the Proposed Amendment to the Building Spaces Lease Agreement between City of Edinburg and Vipers Bball SF, LLC for the Parks and Recreation Facility and Authorize City Manager to Enter into and/or Amend Agreement Relating thereto.(§551.071. Consultation with Attorney; Closed Meeting.)
- D. Discussion and Possible Action Regarding Legal Issues Concerning A 115.05 Acre Tract of Land out of Lots 10, 15 and 16, Section 277, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas. (§551.071. Consultation with Attorney; Closed Meeting; and §551.072. Deliberation Regarding Real Property; Closed Meeting)
- E. Discussion and Possible Action Regarding Legal Issues Concerning Amendment to Sales Contract Pertaining to Exchange of Property Between the City of Edinburg and Edinburg Consolidated Independent School District and Authorize City Manager to

Enter Into and/or Amend Agreement Relating Thereto. (§551.071. Consultation with Attorney; Closed Meeting; §551.072. Deliberation Regarding Real Property; Closed Meeting

- F. Discussion and Possible Action Regarding Legal Issues Concerning Lot 8, Block 1, Santa Cruz Gardens, Unit No. 3, Hidalgo County, Texas, According to Map Thereof Recorded in Volume 9, Page 13, Map Records of Hidalgo County, Texas. (§551.071. Consultation with Attorney; §551.072. Deliberation Regarding Real Property; Closed Meeting).

OPEN SESSION

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

XI. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on July 29, 2016 at 4:05 PM

By: 

Myra L. Ayala Garza, City Secretary
City of Edinburg, Texas

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. There Will Be No Separate Discussion Of These Items. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately. With Regard To Any Item, The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

PUBLIC HEARINGS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment From Auto-Urban Uses to Urban Uses and the Rezoning Request from Agriculture (AG) District to Urban Residential (UR) District, Being a 6.61 Acre Tract of Land Out of Lot 71, Kelly-Pharr Tract, Located Approximately 990' North of Owassa Rd. and 350' East of Sugar Rd., as Requested by JTMR LLC. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The developer is proposing to develop Multi-Family use on the property located approximately 990' North of Owassa Rd. and 350' East of Sugar Rd., being a 6.61 acre tract of land out of Lot 71, Kelly-Pharr tract. The City's Comprehensive Plan designation for this property is Auto-Urban use and the approval of the rezoning request will allow residential uses on the subject property.

The property is currently zoned Agriculture (AG) District and is currently vacant. The applicant is planning to convert the property into a Multi-Family development. The surrounding zoning in the area is Urban Residential (UR) District to the North West, Agriculture (AG) District to the South and Commercial, General (CG) District to the East.

The request does comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to ten (10) neighboring property owners and received no comments in favor of or against this request at the time of this report.

The Planning & Zoning Commission recommended with a vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request. A 4/5 vote is required by the City Council to overturn a unanimous vote by the Planning & Zoning Commission.

RECOMMENDATION:

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to Urban Uses and rezoning request from Agriculture (AG) District to Urban Residential (UR) District, being a 6.61 acre tract of land out of Lot 71, Kelly-Pharr tract, located approximately 990' North of Owassa Rd. and 350' East of Sugar Rd. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M.Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 07/12/16
CITY COUNCIL – 08/02/16
DATE PREPARED – 07/06/16

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Comprehensive Plan Amendment from Auto-Urban Uses to Urban Uses and the Rezoning Request from Agriculture (AG) District to Urban Residential (UR) District
<u>APPLICANT:</u>	JTMR LLC.
<u>AGENT:</u>	Melden & Hunt Engineering Inc.
<u>LEGAL:</u>	Being a 6.61 acre tract of land out of Lot 71, Kelly-Pharr tract, located approximately 990' North of Owassa Rd. and 350' East of Sugar Rd.
<u>LOCATION:</u>	990' North of Owassa Rd. and 350' East of Sugar Rd.
<u>LOT/TRACT SIZE:</u>	6.61 acres
<u>CURRENT USE OF PROPERTY:</u>	Vacant
<u>PROPOSED USE OF PROPERTY:</u>	Multi-Family (Urban Residential (UR) District)
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North – Urban Residential (UR) District South – Agriculture (AG) District East – Commercial, General (CG) District West – Urban Residential (UR) District
<u>LAND USE PLAN DESIGNATION:</u>	Auto-Urban Uses
<u>ACCESS AND CIRCULATION:</u>	This property has access onto Sugar Road.
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the Rezoning Request. A comprehensive evaluation is on the following page(s).

**REZONING REQUEST
JTMR LLC**

EVALUATION

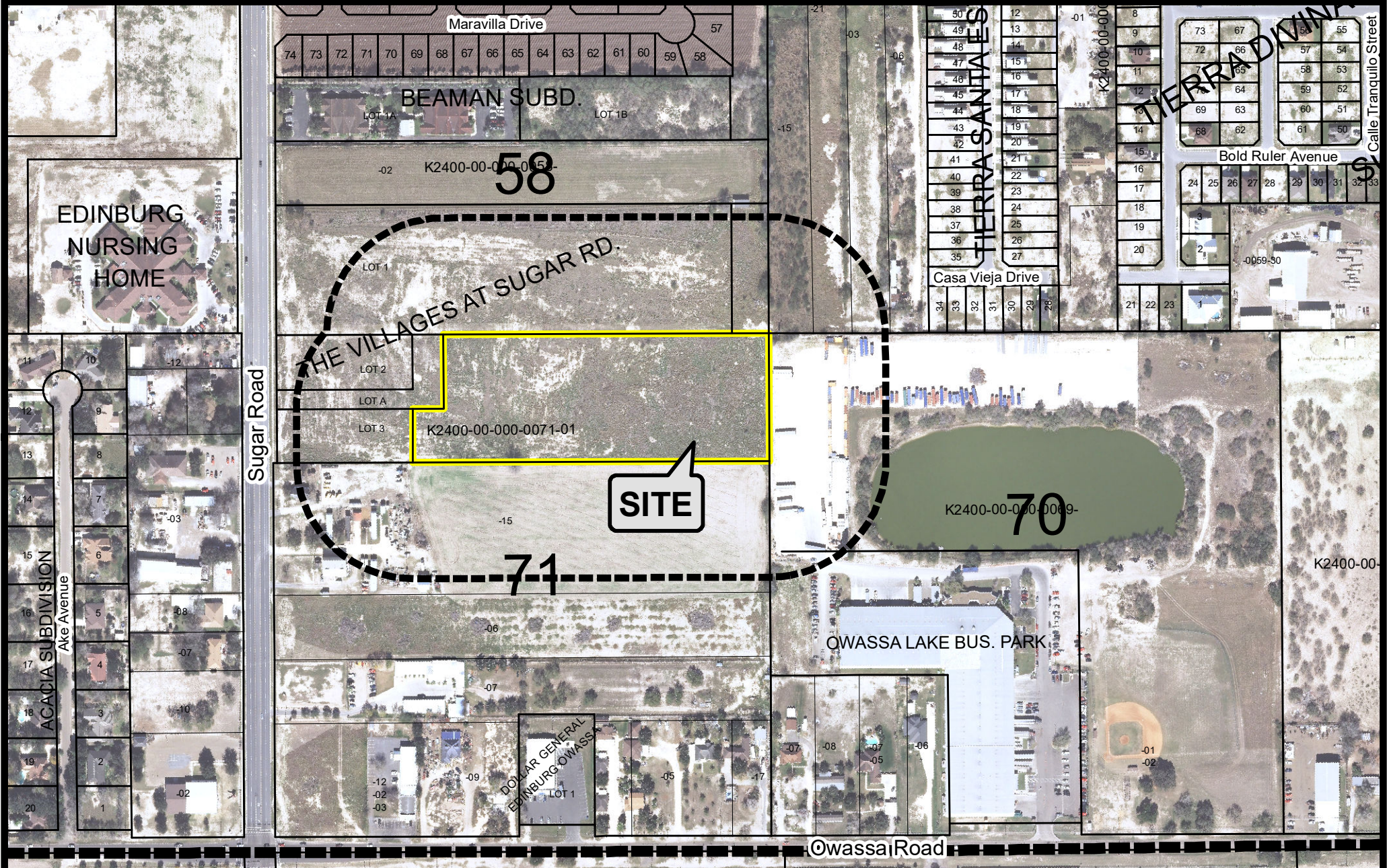
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Auto-Urban Uses.
2. The land use pattern for this area of the community consists of Urban Residential uses.
3. The applicant is proposing Multi-Family Uses at this location.




Staff recommends approval of Comprehensive Plan Amendment from Auto-Urban Uses to Urban Uses and the Rezoning Request from Agriculture (AG) District to Urban Residential (UR) District. If approved, the proposed multi-family development would need to comply with the City's architectural standards, building, fire, parking, landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to ten (10) neighboring property owners and received no comments in favor or against this request at the time of the report.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Preliminary Site Plan
Site Map
List of neighboring property owners receiving notice

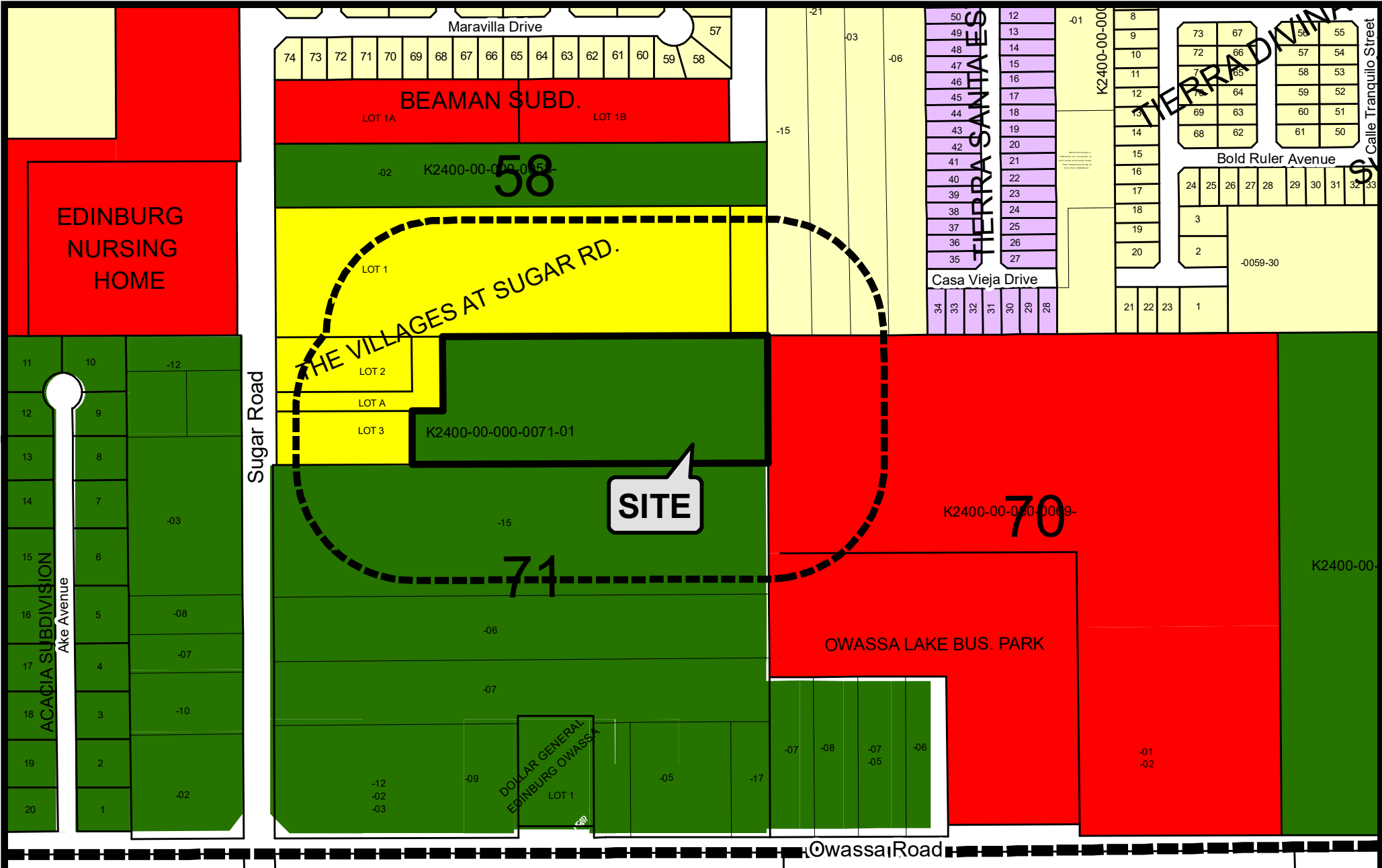


Legend

-  JTMR LLC
-  300' Notification
-  City Limits

AERIAL PHOTO
JTMR LLC



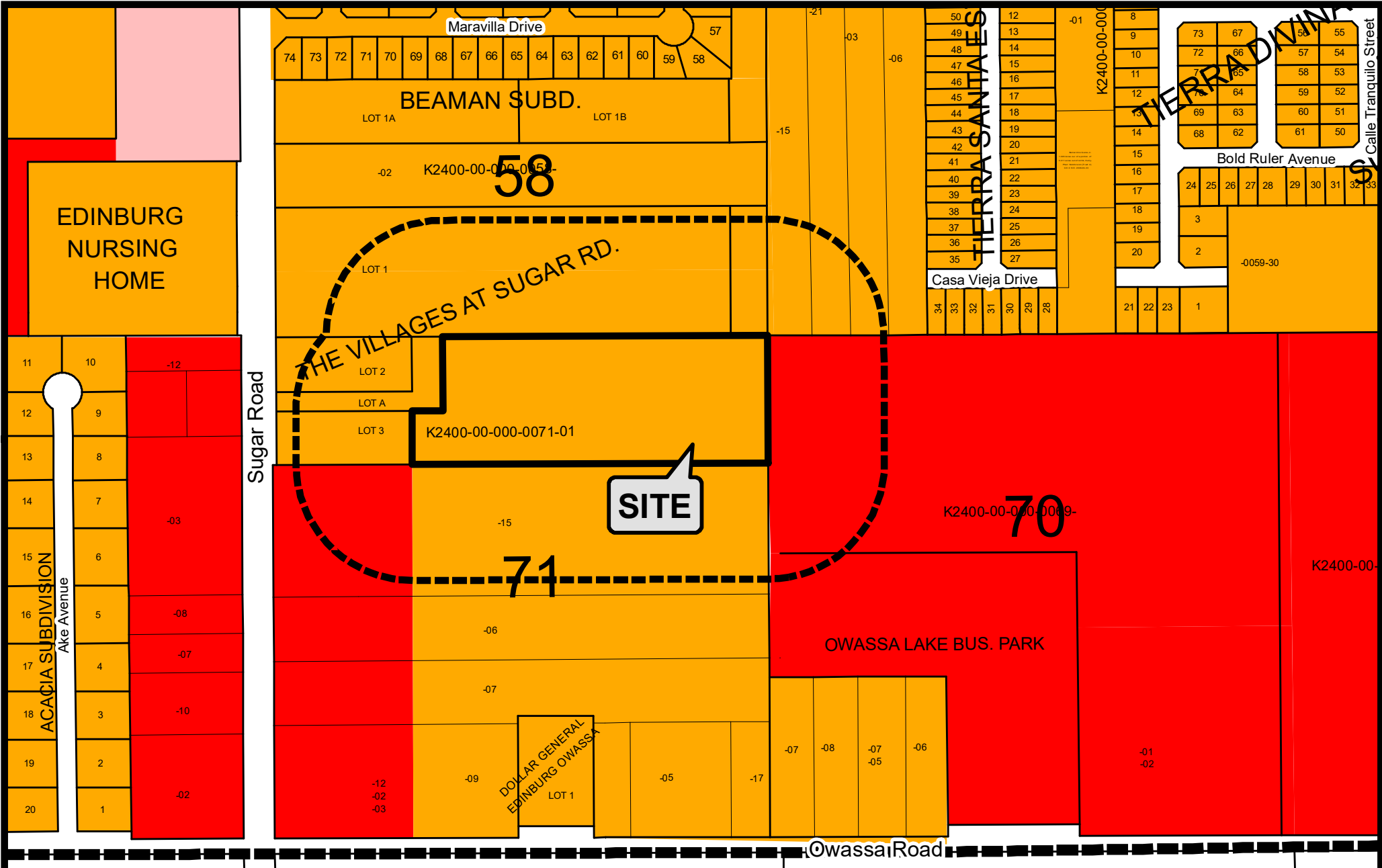


Legend

	JTMR LLC		Commercial, General		Neighborhood Conservation MH
	300' Notification		Commercial, Neighborhood		Suburban Residential
	City Limits		Downtown District		Urban Center
	Agriculture		Industrial		Urban Residential
	Auto-Urban Residential		Neighborhood Conservation 5		Urban University
	Business Park		Neighborhood Conservation 7.1		

COMPREHENSIVE PLAN AMENDMENT FROM AUTO-URBAN USES TO URBAN USES AND THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING A 6.61 ACRE TRACT OF LAND OUT OF LOT 71, KELLY-PHARR TRACT, LOCATED APPROXIMATELY 990' NORTH OF OWASSA RD. AND 350' EAST OF SUGAR RD., AS REQUESTED BY JTMR LLC.





Legend



JTMR LLC

300' Notification

City Limits

Auto-Urban

FUTURE LAND USE



Downtown District



General Commercial



Industrial



Mobile Home



Neighborhood Commercial



Office Business Park



Suburban



Urban

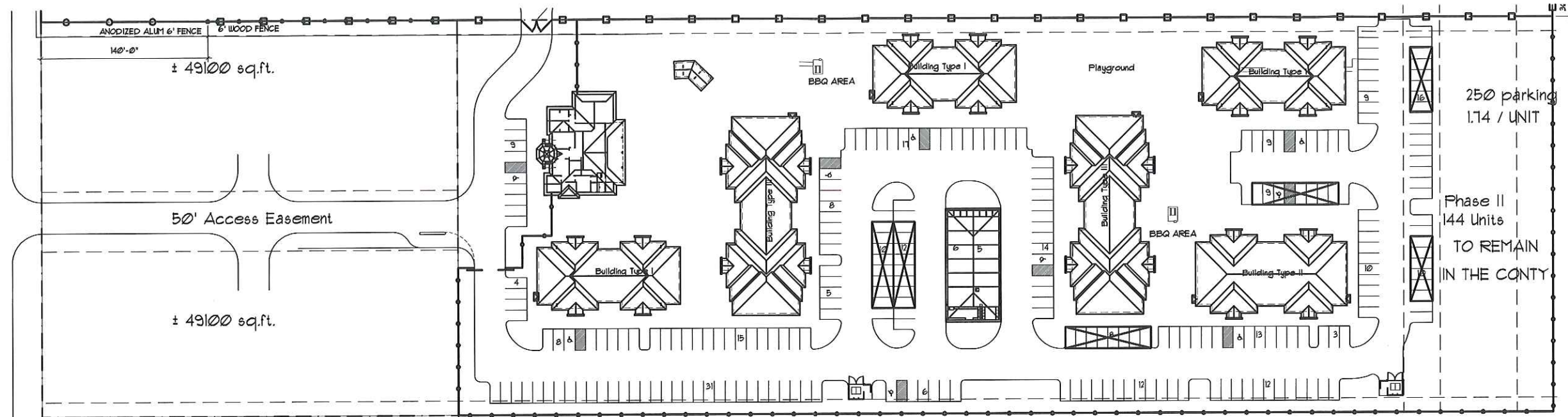


Urban University

JTMR LLC







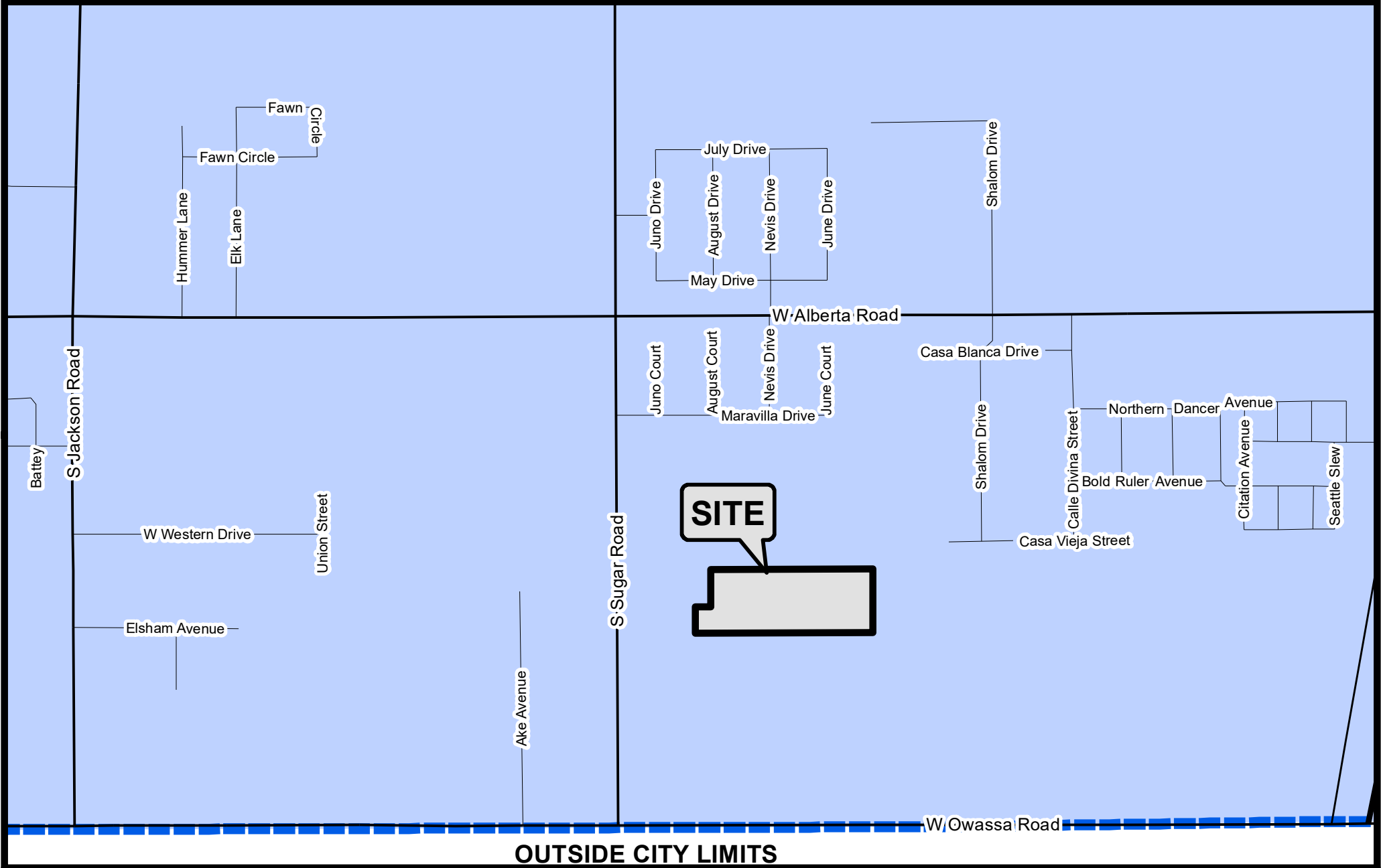
303,600 sq.ft.
6.97 Ac.
272,250 sq.ft.
6.25 Ac. useable

Copyright B&A Architects, Inc 2016

Village of Sugar Road Apartments Edinburg, Texas Phase II



03.18.2016



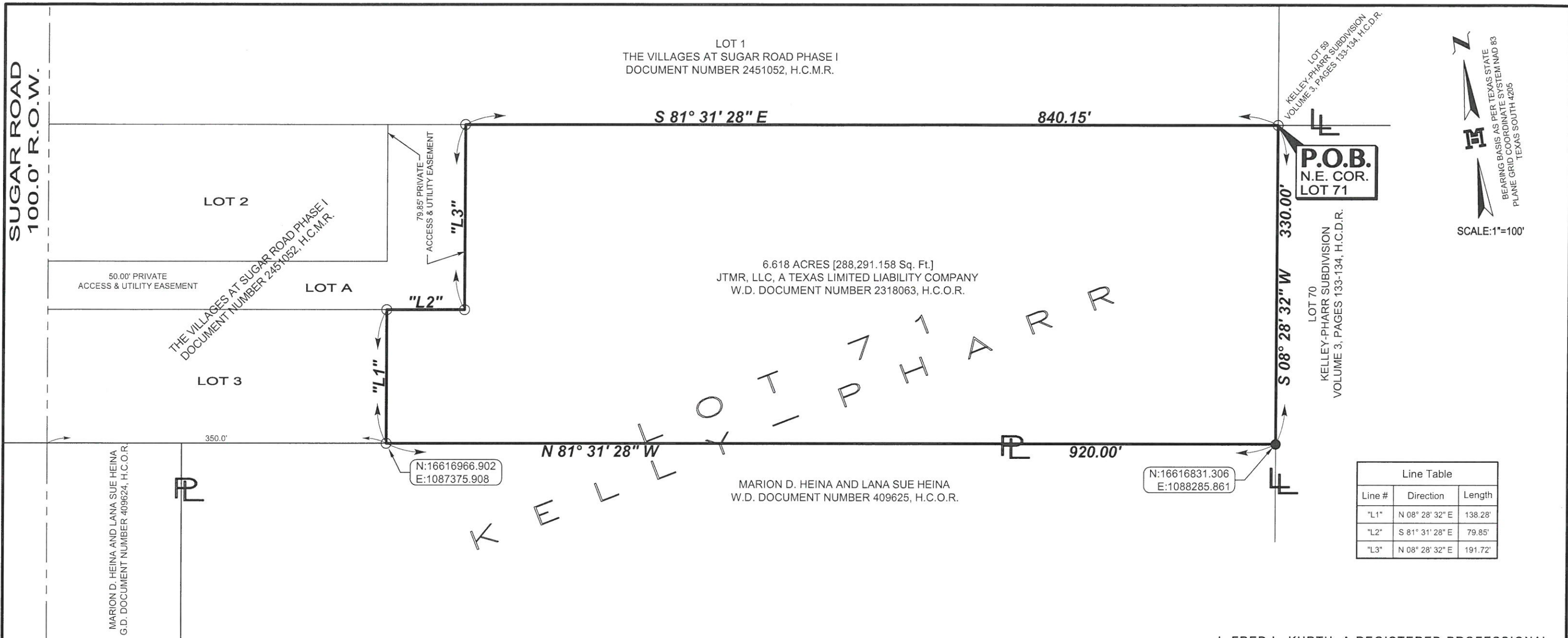
Legend



JTMR LLC



THE CITY OF
DINBURG



P.O.B.
N.E. COR.
LOT 71

Line Table		
Line #	Direction	Length
"L1"	N 08° 28' 32" E	138.28'
"L2"	S 81° 31' 28" E	79.85'
"L3"	N 08° 28' 32" E	191.72'

SCALE: 1"=100'

BEARING BASIS AS PER TEXAS STATE
PLANE GRID COORDINATE SYSTEM NAD 83
TEXAS SOUTH 4205

LEGEND

- FOUND No.4 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.E. COR. - NORTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- Sq. Ft. - SQUARE FEET
- W.D. - WARRANTY DEED
- ℒ - LOT LINE
- ℙ - PROPERTY LINE


- NOTES:
- SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
 - SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.

PLAT SHOWING
6.618 ACRES [288,291.158 Sq. Ft.]
OUT OF LOT 71
KELLY-PHARR SUBDIVISION
VOLUME 3, PAGES 133-134 H.C.D.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS



I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 4/4/2012 UNDER MY DIRECTION AND SUPERVISION.

Fred L. Kurth 6-16-16
FRED L. KURTH, RPLS No. 4750 DATE:



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591

BOOK T-930, PGS. 13, 23, 33
DATE: 6/16/2016
JOB No. 16108.00
FILE NAME: COZ
DRAWN BY: K.G.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

COMPREHENSIVE PLAN AMENDMENT FROM AUTO-URBAN USES TO URBAN USES AND THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING A 6.61 ACRE TRACT OF LAND OUT OF LOT 71, KELLY-PHARR TRACT, LOCATED APPROXIMATELY 990' NORTH OF OWASSA RD. AND 350' EAST OF SUGAR RD., AS REQUESTED BY JTMR LLC.

PROP. ID. 202001
ACOSTA ERICK
809 E EGLY AVE
PHARR, TX. 78577-4130
LEGAL: KELLY PHARR TRACT -E99'-W198'-LOT 59 3.0AC GR 2.96AC NET

PROP. ID. 631788
ADOBE GROUP INC
615 BLAZE BLVD
EDINBURG, TX. 78539-7062
LEGAL: OWASSA LAKE BUSINESS PARK PH 1 LOT 1

PROP. ID. 202077
CTC ASSET COMPANY LTD
615 BLAZE BLVD
EDINBURG, TX. 78539-7062
LEGAL: KELLY PHARR TRACT N759 EXC S192.3'-W765 & EXC E186'-N550' LOT 70 19.62AC GR 16.73AC NET

PROP. ID. 202090
HEINA MARION D
PO BOX 4262
MCALLEN, TX. 78502-4262
LEGAL: KELLY PHARR TRACT W230'-S100'-N660' LOT 71 0.53 AC GR 0.45 AC NET

PROP. ID. 202094
HEINA MARION D & LANA SUE
PO BOX 4262
MCALLEN, TX. 78502-4262
LEGAL: KELLY PHARR TRACT S330'-N660' LOT 71 EXC 2 TRS BNG - W230' 8.47 AC GR

PROP. ID. 897884
JTMR LLC
550 E LEVEE ST
BROWNSVILLE, TX. 78520-5343
LEGAL: THE VILLAGES AT SUGAR ROAD PH 1 LOT 2

PROP. ID. 201999
LOPEZ PEDRO
1314 W ALBERTA RD
EDINBURG, TX. 78539
LEGAL: KELLY PHARR TRACT-W99'-S880' LOT 59 2.0AC NET

PROP. ID. 897886

MFG SUGAR ROAD OWNER LLC
MAF SUGAR ROAD LLC
4100 E MISSISSIPPI AVE STE 700
DENVER, CO. 80246
LEGAL: THE VILLAGES AT SUGAR ROAD PH 1 LOT A

PROP. ID. 201988
RIOS ADELMINA
2904 N JACKSON RD
EDINBURG, TX. 78541-5062
LEGAL: KELLY PHARR TRACT LOT 59-E3AC/W9AC/W32.2AC 3.00 AC NET

PROP. ID. 201991
TREJO ALFONZO & OLIVIA
RR 23 BOX 131-W
EDINBURG, TX. 78539
LEGAL: KELLY PHARR TRACT E3AC-W12-W32.2AC LOT 59

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE (AG) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 6.61 ACRE TRACT OF LAND OUT OF LOT 71, KELLY-PHARR TRACT, LOCATED APPROXIMATELY 990 FEET NORTH OF OWASSA ROAD AND 350 FEET EAST OF SUGAR ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture (AG) District and the Urban Residential (UR) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007. Such proposed amendment is to change the zoning of a 6.61 acre tract of land out of Lot 71, Kelly-Pharr Tract, located approximately 990 feet North of Owassa Road and 350 Feet East of Sugar Road, Edinburg, Hidalgo County, Texas, from Agriculture (AG) District to Urban Residential (UR) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing held before said Planning and Zoning Commission, on July 12, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code of a

public hearing to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on August 3, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the Code of Ordinances of the City of Edinburg and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture (AG) District to Urban Residential (UR) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture (AG) District and added to the Urban Residential (UR) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in

accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/rlg-ordinances/JTMR LLC.-6.61 acres-ag to ur 8/3/16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 6.61 ADRE TRACT OF LAND OUT OF LOT 71, KELLY-PHARR TRACT, LOCATED APPROXIMATELY 990 FEET NORTH OF OWASSA ROAD AND 350 FEET EAST OF SUGAR ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR URBAN USES; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Auto Urban Uses to Urban Uses; and

WHEREAS, it appears that this development will proceed, if allowed; and

WHEREAS, such development is not detrimental to the Suburban Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 3023 on October 4, 2005, is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for Urban Uses. The conditions that exist are:

- (1) Population growth requiring more Urban Uses;
- (2) Expansion and development of Urban Uses.

This area, because of Edinburg's growth, should be included in those portions of the City providing support to and being compatible with other similar uses, all of which are in close proximity to one

another.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

ATTEST:

By: _____
Richard H. Garcia, Mayor

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Urban University Uses to Neighborhood Commercial Uses and the Rezoning Request from Urban Residential (UR) District to Commercial Neighborhood (CN) District, Being Lots 5 & 6 Block 98, Edinburg Original Townsite, Located at 202 W. Schunior Street, as Requested by Arnoldo Perez Jr. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action)** [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is proposing to develop Commercial Neighborhood uses on the property located at 202 W. Schunior Street, Being Lots 5 & 6 Block 98, Edinburg Original Townsite. The City's Comprehensive Plan designation for this property is Urban University. The approval of the rezoning request will allow Commercial Neighborhood uses on the subject property.

The property is currently zoned Urban Residential (UR) District and is occupied by a single family residential home. The site has ample space for the applicants proposed use, the site fronts a high traffic street and is located near a commercial area. The surrounding zoning in the area is Neighborhood Commercial (CN) District to the North, Urban Residential (UR) District to the East, South and West.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to twenty-four (24) neighboring property owners and received one (1) comment in favor and none against this request at the time of this report.

The Planning & Zoning Commission recommended with a vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request. A 4/5 vote is required by the City Council to overturn a unanimous vote by the Planning & Zoning Commission.

RECOMMENDATION:

Staff recommends Approval of the Comprehensive Plan Amendment from Urban University Uses to Neighborhood Commercial Uses and the Rezoning Request from Urban Residential (UR) District to Commercial Neighborhood (CN) District, Being Lot 5 & 6 Block 98, Edinburg Original Townsite, Located at 202 W Schunior Street. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 07/12/16
CITY COUNCIL – 08/02/16
DATE PREPARED – 06/16/16

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Urban University Uses to Neighborhood Commercial Uses and the Rezoning Request from Urban Residential (UR) District to Commercial Neighborhood (CN) District.

APPLICANT: Mr. Arnolfo Perez Jr.

AGENT: N/A

LEGAL: Being Lots 5 & 6 Block 98, Edinburg Original Townsite

LOCATION: 202 W. Schunior Street

LOT/TRACT SIZE: 0.32 acres

CURRENT USE OF PROPERTY: Single Family Residential

PROPOSED USE OF PROPERTY: Boutique with a Restaurant

EXISTING LAND USE/
ADJACENT ZONING: North – Neighborhood Commercial (CN) District
South – Urban Residential (UR) District
East – Urban Residential (UR) District
West – Urban Residential (UR) District

LAND USE PLAN DESIGNATION: Urban University

ACCESS AND CIRCULATION: This property has primary access onto W Schunior Street.

PUBLIC SERVICES: Public utilities are readily available to serve the site.

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Urban University Uses to Neighborhood Commercial Uses and the Rezoning Request from Urban Residential (UR) District to Commercial Neighborhood (CN) District.

**REZONING REQUEST
ARNOLD PEREZ**

EVALUATION

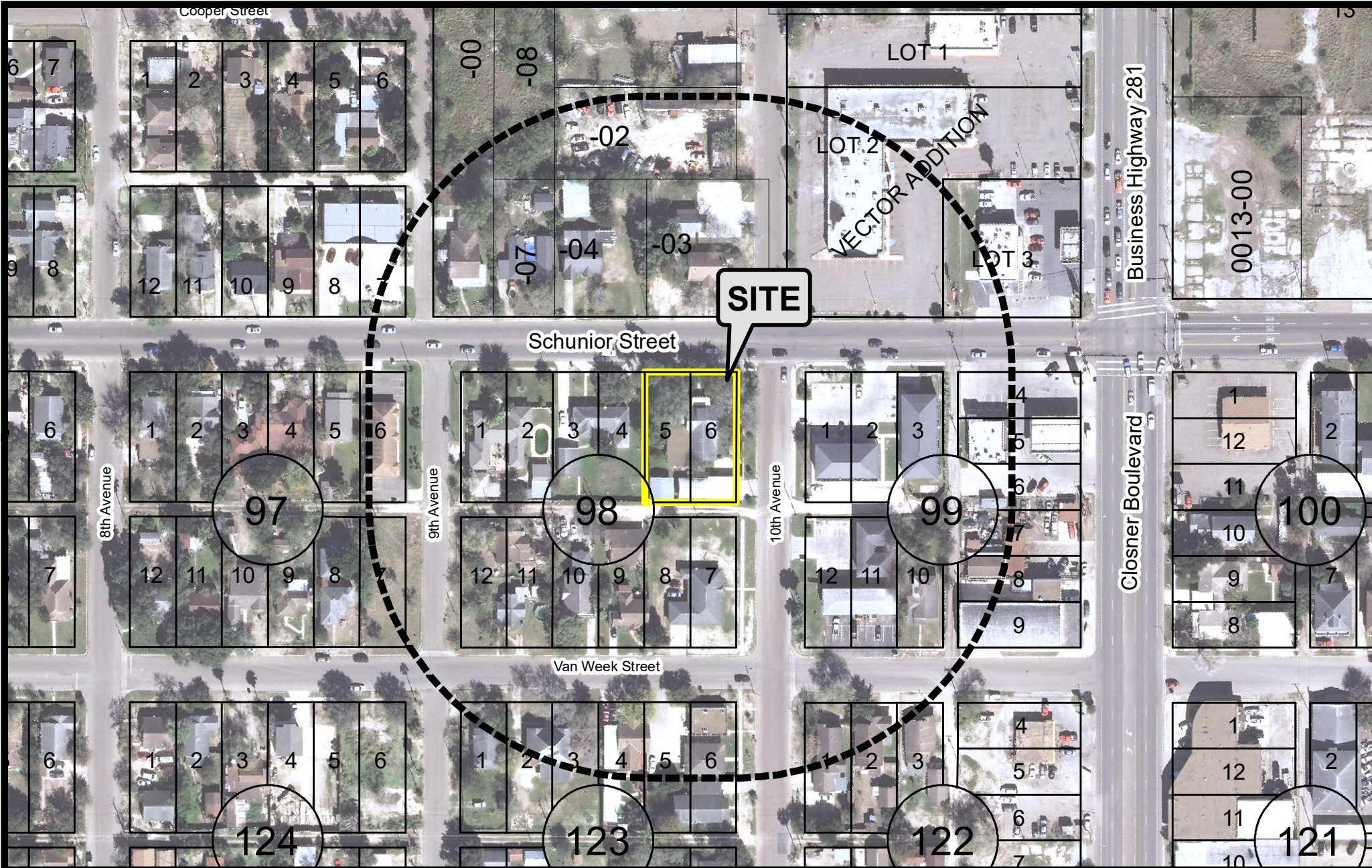
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Urban University
2. The land uses in this area of the community consists of a mixture of Urban residential as well as commercial uses.
3. The applicant is proposing to establish a Boutique with a Restaurant.
4. The property is currently zoned Urban Residential (UR) District and is occupied by a single family residential home. The site has ample space for the applicants proposed use, the site fronts a high traffic street and is located near a commercial area.
5. The current location would need modification in order to meet city requirements for a commercial development.
6. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to thirteen (24) neighboring property owners and received one (1) comment in favor and none against this request.



In reviewing the request, the Commission, may consider factors such as compliance with the Comprehensive Plan, established land use pattern of an area, change of conditions, impact to neighboring properties, comprehensiveness, and reasonableness of the request.

Staff recommends approval of the Comprehensive Plan Amendment from Urban University Uses to Neighborhood Commercial Uses and the Rezoning Request from Urban Residential (UR) District to Commercial Neighborhood (CN) District. If approved, the applicant will need to comply with all requirements during the permitting process including but not limited to widening of existing driveway to accommodate vehicle access, compliance with building and fire codes, fire protection, parking, landscape bufferyards, solid waste services, utility and any other City requirements, as applicable.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
Site Plan
Survey
List of neighboring property owners receiving notice



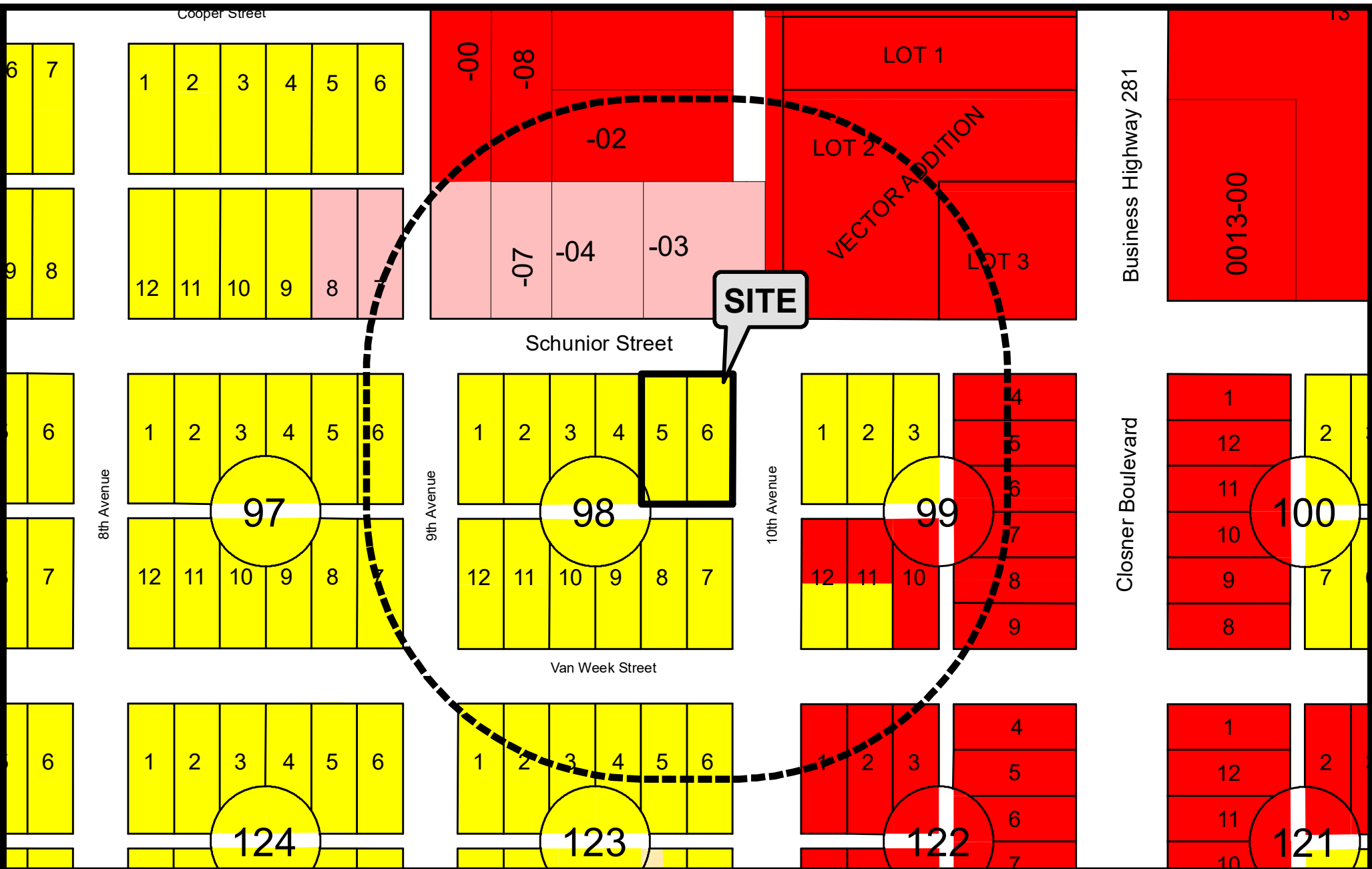
Legend

-  Arnaldo Perez Jr
-  300' Notification

AERIAL PHOTO

ARNOLDO PEREZ JR.





Legend

	Arnoldo Perez Jr 300' Notification		Commercial, General		Neighborhood Conservation 7.1
	Agriculture		Commercial, Neighborhood		Neighborhood Conservation MH
	Auto-Urban Residential		Downtown District		Suburban Residential
	Business Park		Industrial		Urban Center
			Neighborhood Conservation 5		Urban Residential
					Urban University

COMPREHENSIVE PLAN AMENDMENT FROM URBAN UNIVERSITY USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM URBAN RESIDENTIAL (UR) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN) DISTRICT, BEING LOTS 5 & 6, BLOCK 98, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 202 W. SCHUNIOR, REQUESTED BY ARNOLDO PEREZ JR.





Legend

	Arnoldo Perez Jr		General Commercial		Office Business Park
	300' Notification		Industrial		Suburban
	Auto-Urban		Mobile Home		Urban
	Downtown District		Neighborhood Commercial		Urban University



ARNOLDO PEREZ JR.

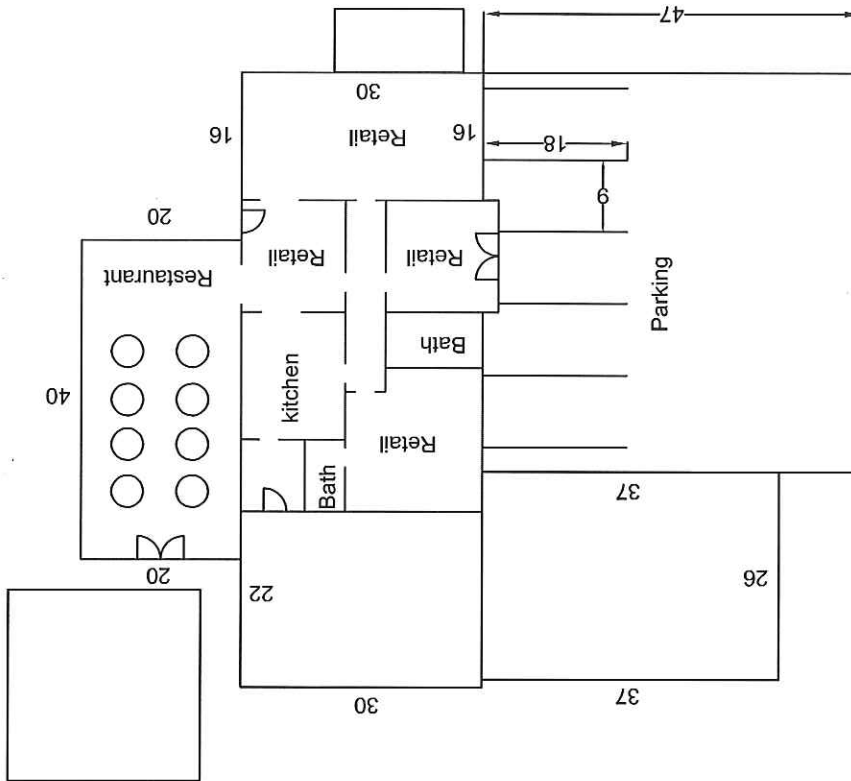


Page 32



SCHUNIOR

10TH ST



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**COMPREHENSIVE PLAN AMENDMENT FROM URBAN UNIVERSITY USES TO
NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM
URBAN RESIDENTIAL (UR) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN)
DISTRICT, BEING LOTS 5 & 6, BLOCK 98, EDINBURG ORIGINAL TOWNSITE,
LOCATED AT 202 W. SCHUNIOR, REQUESTED BY ARNOLDO PEREZ JR.**

PROP. ID. 164092
BGS NARAINDAS INC
1225 N EXPRESSWAY STE C4
BROWNSVILLE, TX. 78520
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 2 3 N 1/2 LOT 11 & 12 BLK 99

PROP. ID. 164084
BOARD JIM
TINA ANNE ALEXANDER
224 W SCHUNIOR ST
EDINBURG, TX. 78541-3142
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1-2 BLK 98

PROP. ID. 164097
CARE PROPERTIES INC
414 W CANO ST
EDINBURG, TX. 78539-4349
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10 BLK 99

PROP. ID. 313907
COASTAL REM LP
C/O REALTY ADVISORS LLC
2115 LINWOOD AVENUE-SUITE 110
FORT LEE, NJ. 7024
LEGAL: VECTOR E130' LOT 3 BLK 1

PROP. ID. 164090
CRIST DOUGLAS R
706 N 9TH AVE
EDINBURG, TX. 78541-3116
LEGAL: EDINBURG ORIGINAL TOWNSITE LT N1/2 11 & N1/2 12 BLK 98

PROP. ID. 164091
EVINS BLANCA E
305 W PETER ST
EDINBURG, TX. 78541-3347
LEGAL: EDINBURG ORIGINAL TOWNSITE S 1/2-LOT 11 & S 1/2 LOT 12 BLK 98

PROP. ID. 164088
FIGUEROA LUIS ET AL
1818 NORTHGATE LN
MCALLEN, TX. 78504-9389
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 98

PROP. ID. 164322
GARCIA MIGUEL
PO BOX 681212
SAN ANTONIO, TX. 78268
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT N 84' OF 5-6 BLK 123

PROP. ID. 164095
GONZALEZ RENE SR SR
707 N CLOSNER BLVD
EDINBURG, TX. 78541-2547
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT S 15 FT. OF 6 & N 1/2 OF 8 ALL OF 7 BLK 99

PROP. ID. 164321
LUNA RUBEN
210 W VAN WEEK ST
EDINBURG, TX. 78541-3148
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 4 BLK 123

PROP. ID. 164085
MEDINA ALBERTO & MARIA A
1705 W ROGERS RD
EDINBURG, TX. 78541-8582
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 3-4 BLK 98

PROP. ID. 164310
MONTEAGUDO MARTIN A & ELISA
2002 N CESAR CHAVEZ RD
EDINBURG, TX. 78542-3956
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 BLK 122

PROP. ID. 313906
NORTH RIO VALLEY INVESTMENTS LTD
2201 SE AUGUSTA SQ
MCALLEN, TX. 78503-1103
LEGAL: VECTOR ALL-LOT 2 & W20'-LOT 3 BLK 1

PROP. ID. 164086
PEREZ ARNOLDO JR
202 W SCHUNIOR ST
EDINBURG, TX. 78541-3142
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 5-6 BLK 98

PROP. ID. 164077
REBUelta ENTERPRISES LLC DBA RAM APARTMENTS
2219 N 32RD
MCALLEN, TX. 78501
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 6 BLK 97

PROP. ID. 164087
REGALADO BALTAZAR & ELENA D
701 N 10TH AVE
EDINBURG, TX. 78541-3125
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7-8 BLK 98

PROP. ID. 164098
RIOS JAIME
2439 E 5TH ST
MISSION, TX. 78572-1916
LEGAL: EDINBURG ORIGINAL TOWNSITE S1/2 LT 11 & S1/2 LT 12 BLK 99

PROP. ID. 164096
RT CONSTRUCTION INC
4000 ELK RUN DR
EDINBURG, TX. 78541-4442
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 & S 1/2 OF 8 BLK 99

PROP. ID. 164312
SALINAS BERNARDO & MARIA ISABEL
114 W VAN WEEK ST
EDINBURG, TX. 78541-3146
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 3 BLK 122

PROP. ID. 164320
SOUTH TEXAS PROPERTIES
1113 PECAN BLVD
MCALLEN, TX. 78501
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 2-3 BLK 123

PROP. ID. 164094
SSP PROPERTIES VII LP
PO BOX 9036
CORPUS CHRISTI, TX. 78469-9036
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 4 5 & N 35 FT OF 6 BLK 99

PROP. ID. 164089
VELA PABLO JR & ESTER P
1709 POINT WEST DR
EDINBURG, TX. 78539-5336
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10 BLK 98

PROP. ID. 164078
VERA DANIELA DOMINGUEZ
301 VAN WEEK
EDINBURG, TX. 78539
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 BLK 97

PROP. ID. 164319
WILSON JOE
222 W VAN WEEK ST
EDINBURG, TX. 78541-3148
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 BLK 123

THE CITY OF EDINBURG

NOTIFICATION

Dear Property Owner:

A public hearing will be held on Tuesday, July 12, 2016 at 4:00 p.m. in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will consider the following:

COMPREHENSIVE PLAN AMENDMENT FROM URBAN UNIVERSITY USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM URBAN RESIDENTIAL (UR) DISTRICT TO COMMERCIAL NEIGHBORHOOD (CN) DISTRICT, BEING LOTS 5 & 6, BLOCK 98, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 202 W. SCHUNIOR, REQUESTED BY ARNOLDO PEREZ JR.

This request is scheduled to be heard by the City Council on Tuesday, August 2, 2016 at 6:00 p.m. As adjacent property owner you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore, please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input. Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

You may return your response by one of the following:

- MAIL- P. O. Box 1079 Edinburg, Texas 78540
- FAX- (956) 292-2080 by Tuesday, July 12, 2016
- EMAIL- dgonzalez@cityofedinburg.com

Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

☒ In Favor/A Favor ☐ Against/En Contra ☐ No Comments/No Comentario

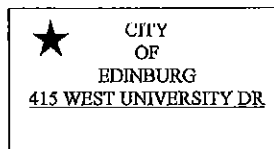
Comments: _____

Print Name: Miguel Garcia Phone No.: 956 331-5004
Address: 7027 Polar Bend City: San Antonio State: TX Zip: 78238

NOTIFICACION

Si Tiene preguntas o necesita mas información sobre esta aplicación, o el lugar de la audiencia, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



CHENDO'S

Received

JUL 06 2016

me: [Signature]

8th Ave.

University Dr. (S.H.107)

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE URBAN RESIDENTIAL (UR) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING LOTS 5 AND 6, BLOCK 98, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 202 WEST SCHUNIOR STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Urban Residential (UR) District and the Commercial, Neighborhood (CN) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007. Such proposed amendment is to change the zoning of Lots 5 & 6, Block 98, Edinburg Original Townsite, located at 202 West Schunior Street, Edinburg, Hidalgo County, Texas, from Urban Residential (UR) District to Commercial, Neighborhood (CN) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on July 12, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property from one district to the other; and,

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on August 3, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

WHEREAS, having held said public hearing it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Urban Residential (UR) District to Commercial, Neighborhood (CN) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Urban Residential (UR) District and add it to the Commercial, Neighborhood (CN) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this

Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:
PALACIOS GARZA & THOMPSON P.C.

By: _____
City Attorney

JRS/rlg-ordinances/Arnoldo Perez-ur to cn-8-3-16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF LOTS 5 AND 6, BLOCK 98, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 202 WEST SCHUNIOR, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR NEIGHBORHOOD COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from General Commercial Uses to Neighborhood Commercial Uses; and,

WHEREAS, it appears that this development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the General Commercial Uses in the surrounding area; and,

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements to the law have been met in the passing of this Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 3023 on October 4, 2005, is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for Neighborhood Commercial Uses. The conditions that exist are:

- (1) Population growth requiring more Neighborhood Commercial Uses;
- (2) Expansion and development of Neighborhood Commercial Uses.

This area, because of Edinburg's growth, should be included in those portions of the City providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS GARZA & THOMPSON P.C.

By: _____
City Attorney

RMH/dmg-ordinances/janie johnston lopez-ur to cn-2-3-15

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Hold Public Hearing and Consider Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Urban Uses and the Rezoning Request from Agriculture (AG) District to Urban Residential (UR) District, Being 5.97 Acres out of the South Half (1/2) of Lot 65, Kelly-Pharr Subdivision, Located Approximately 300 ft. Northwest of the Intersection of S. Veterans Blvd. and Owassa Rd., as Requested by MDS Housing Owassa Ltd. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is proposing to develop Urban uses on the property located at approximately 300 ft. Northwest of the Intersection of S. Veterans Blvd. and Owassa Rd., being 5.97 acres out of the South half (1/2) of Lot 65, Kelly-Pharr Subdivision. The City's Comprehensive Plan designation for this property is Auto-Urban uses and the approval of the rezoning request will allow Urban uses on the subject property.

The property was annexed on December 2013. The property is currently zoned Agriculture (AG) District and is vacant. The applicant is planning to convert the property into a multi-family development. The surrounding zoning in the area is Agriculture (AG) District to the North, East, West, and South.

The request does not comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to Forty-Four (44) neighboring property owners and received no comments in favor of or against this request at the time of this report.

The Planning & Zoning Commission recommended with a vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request. A 4/5 vote is required by the City Council to overturn a unanimous vote by the Planning & Zoning Commission.

RECOMMENDATION:

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to Urban Uses and the Rezoning Request from Agriculture (AG) District to Urban Residential (UR) District, being 5.97 acres out of the South half (1/2) of lot 65, Kelly-Pharr Subdivision, located approximately 300 ft. Northwest of the Intersection of S. Veterans Blvd. and Owassa Rd. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 07/12/16
CITY COUNCIL – 08/02/16
DATE PREPARED – 07/06/16

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Comprehensive Plan Amendment from Auto-Urban Uses to Urban Uses and the Rezoning Request from Agriculture (Ag) District to Urban Residential (UR) District
<u>APPLICANT:</u>	MDS Housing Owassa, LTD.
<u>AGENT:</u>	Henry Flores
<u>LEGAL:</u>	Being 5.97 acres out of the South half (1/2) of lot 65, Kelly-Pharr Subdivision
<u>LOCATION:</u>	located at approximately 300 ft. Northwest of the Intersection of S. Veterans Blvd. and Owassa Rd.
<u>LOT/TRACT SIZE:</u>	5.97 Acres
<u>CURRENT USE OF PROPERTY:</u>	Vacant
<u>PROPOSED USE OF PROPERTY:</u>	Multi-Family Complex
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North – Agriculture (AG) District South – Agriculture (AG) District East – Agriculture (AG) District West – Agriculture (AG) District
<u>LAND USE PLAN DESIGNATION:</u>	Auto-Urban Uses
<u>ACCESS AND CIRCULATION:</u>	This property has access onto East Owassa Rd.
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the Comprehensive Plan Amendment and Rezoning Request. A comprehensive evaluation is on the following page(s).

**REZONING REQUEST
MDS HOUSING LTD.**

EVALUATION

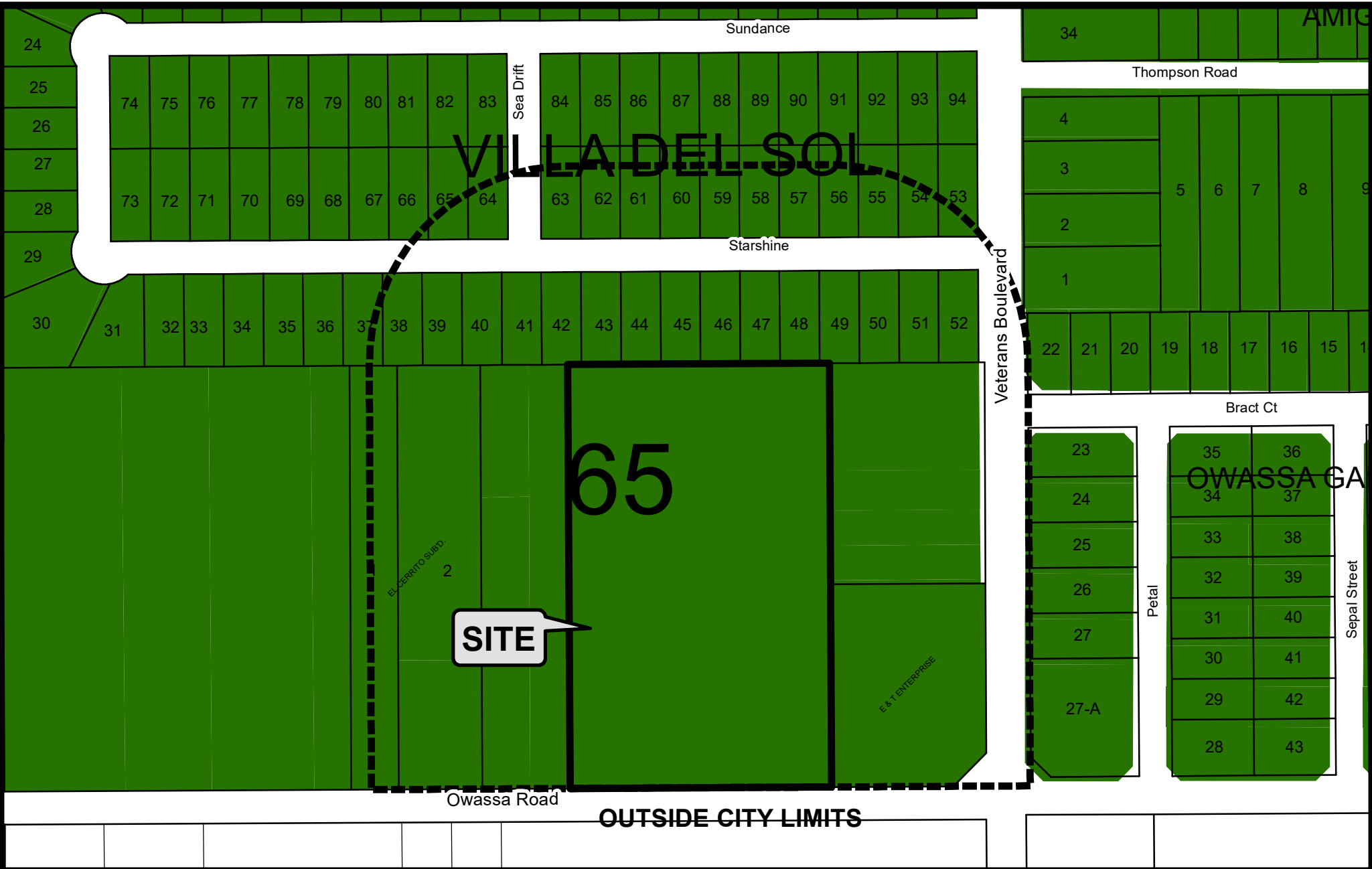
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Auto-Urban Uses.
2. The land use pattern for this area of the community consists of Auto-Urban uses.
3. The applicant is proposing Urban Uses at this location.

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to Urban Uses and the Rezoning Request from Agriculture (AG) District to Urban Residential (UR) District. If approved, the proposed Urban development would need to comply with the City's architectural standards, building, fire, parking, landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to Forty-Four (44) neighboring property owners and received no comments in favor or against this request at the time of the report.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
List of neighboring property owners receiving notice

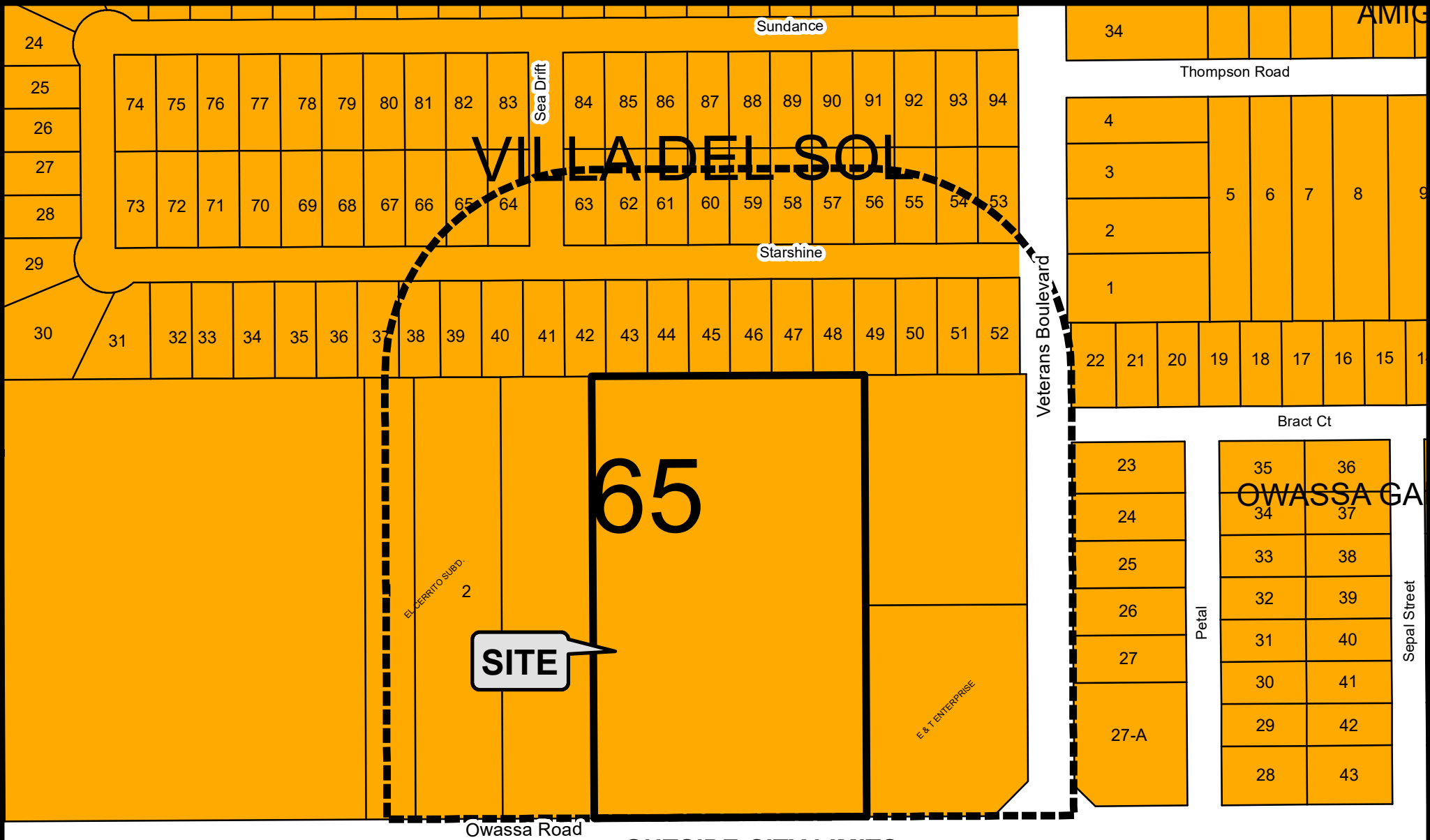


Legend

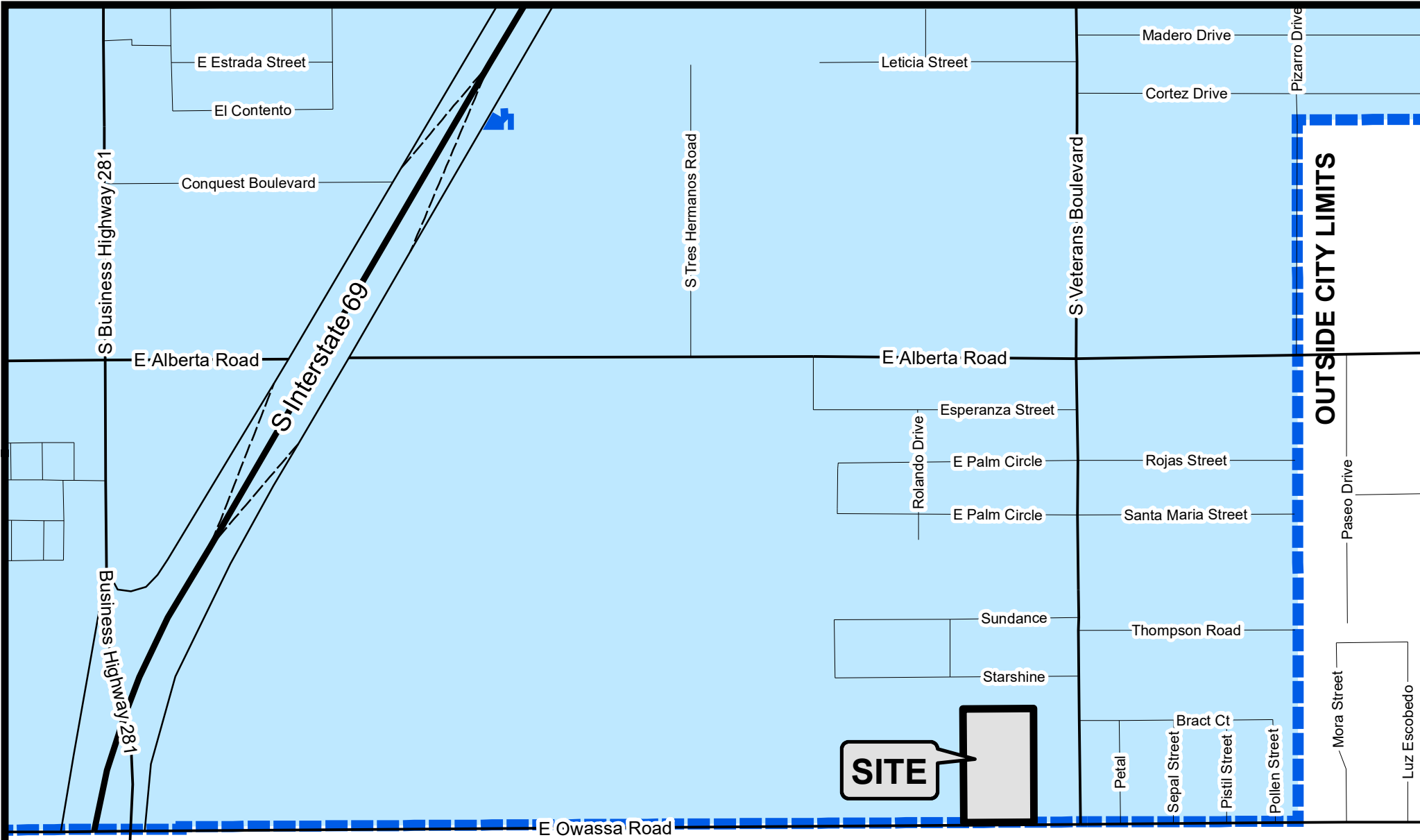
- | | | | | | |
|--|------------------------|--|-----------------------------|--|-------------------------------|
| | MDS Housing Owassa | | Commercial, General | | Neighborhood Conservation 7.1 |
| | 300' Notification | | Commercial, Neighborhood | | Neighborhood Conservation MH |
| | Agriculture | | Downtown District | | Suburban Residential |
| | Auto-Urban Residential | | Industrial | | Urban Center |
| | Business Park | | Neighborhood Conservation 5 | | Urban Residential |
| | | | | | Urban University |

THE COMPREHENSIVE PLAN AMMENDMENT FROM AUTO-URBAN USES TO URBAN USES AND THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING 5.97 ACRES OUT OF THE SOUTH HALF (1/2) OF LOT SIXTY-FIVE (65), KELLY-PHARR SUBDIVISION, LOCATED AT APPROXIMATELY 300 FT. NORTHWEST OF THE INTESECTION OF S. VETERANS BLVD. AND OWASSA RD., AS REQUESTED BY MDS HOUSING OWASSA LTD.









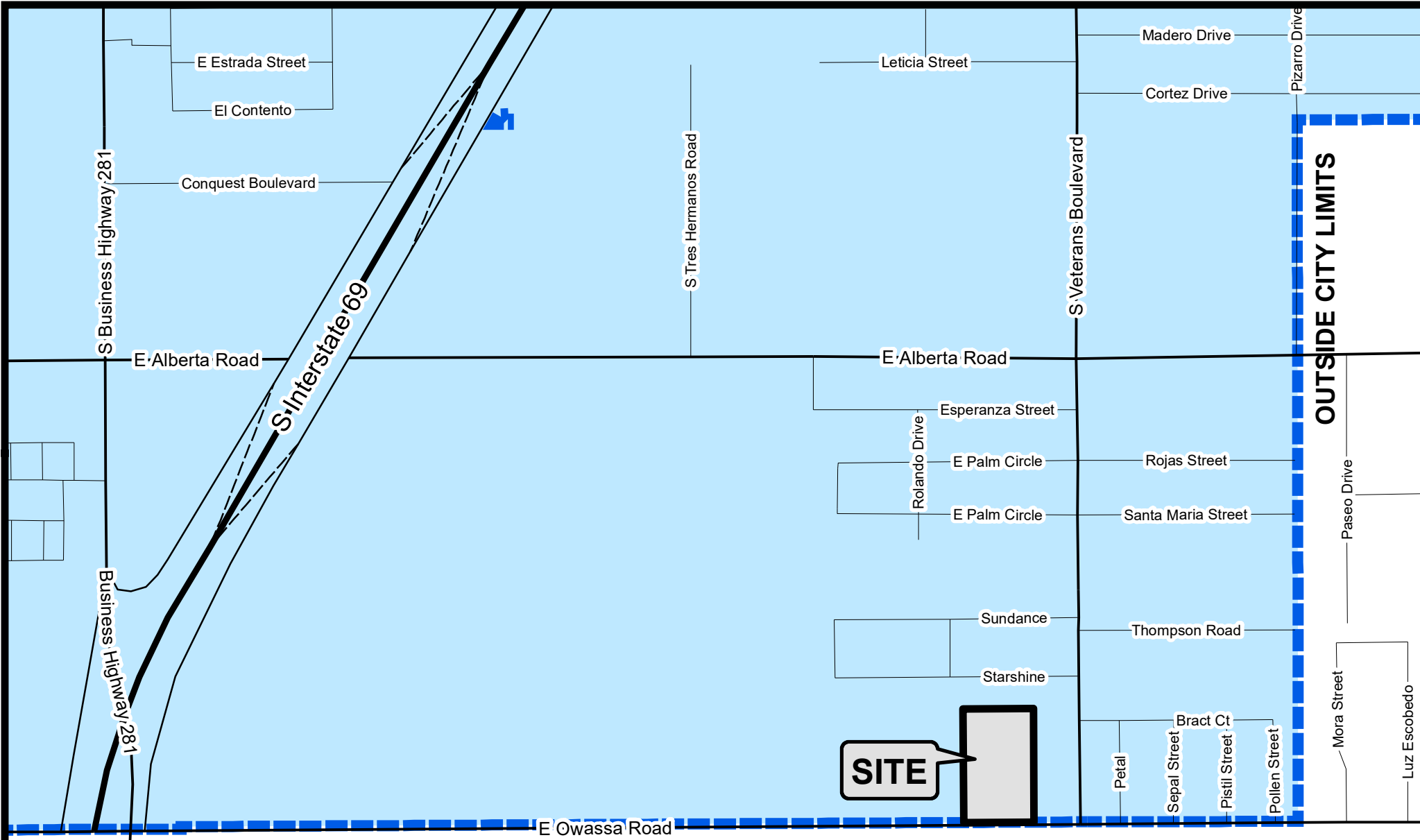


Legend



-  MDS Housing Owassa
-  City Limits

THE COMPREHENSIVE PLAN AMMENDMENT FROM AUTO-URBAN USES TO URBAN USES AND THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING 5.97 ACRES OUT OF THE SOUTH HALF (1/2) OF LOT SIXTY-FIVE (65), KELLY-PHARR SUBDIVISION, LOCATED AT APPROXIMATELY 300 FT. NORTHWEST OF THE INTESECTION OF S. VETERANS BLVD. AND OWASSA RD., AS REQUESTED BY MDS HOUSING OWASSA LTD.





Legend

-  MDS Housing Owassa
-  City Limits

THE COMPREHENSIVE PLAN AMMENDMENT FROM AUTO-URBAN USES TO URBAN USES AND THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING 5.97 ACRES OUT OF THE SOUTH HALF (1/2) OF LOT SIXTY-FIVE (65), KELLY-PHARR SUBDIVISION, LOCATED AT APPROXIMATELY 300 FT. NORTHWEST OF THE INTESECTION OF S. VETERANS BLVD. AND OWASSA RD., AS REQUESTED BY MDS HOUSING OWASSA LTD.



THE COMPREHENSIVE PLAN AMMENDMENT FROM AUTOURBAN USES TO URBAN USES AND THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING 5.97 ACRES OUT OF THE SOUTH HALF (1/2) OF LOT SIXTY-FIVE (65), KELLY-PHARR SUBDIVISION, LOCATED AT APPROXIMATELY 300 FT. NORTHWEST OF THE INTERSECTION OF S. VETERANS BLVD. AND OWASSA RD., AS REQUESTED BY MDS HOUSING OWASSA LTD.

PROP. ID. 202036
AJIBADE ABRAHAM
PO BOX 1224
EDINBURG, TX. 78540-1224
LEGAL: KELLY PHARR TRACT LOT 65 N 165.05' OF S 660'-E 263.36' 1.0 AC

PROP. ID. 543860
ALANIZ GILBERT & VIRGINIA P
3706 MARTZ LN
MCALLEN, TX. 78504-9563
LEGAL: KELLY PHARR TRACT N200'-S660.2'-W65.98'-E790.1' LOT 65 R/S S 1/2-W 1/2 TR 6
0.30AC NET

PROP. ID. 202040
AYALA RAUL
2616 JAMES AVE
EDINBURG, TX. 78539-7726
LEGAL: KELLY PHARR TRACT LOT 65-R/S-S1/2-TR 3 4 & 5 6.0 AC 5.829 AC NET

PROP. ID. 202050
BENAVIDEZ EDUARDO D
4809 AZTECA BLVD
SAN JUAN, TX. 78589-4992
LEGAL: KELLY PHARR TRACT LT 65-N 52.5-S 382.15-E 263.36 R/S-S 1/2 TR 1 .32 ACS

PROP. ID. 314693
BETANCOURT VALENTE & MA DEL SOCORRO
807 STARSHINE DR
EDINBURG, TX. 78542
LEGAL: VILLA DEL SOL LOT 54

PROP. ID. 586341
CASTELLANOS JOSE DE JESUS
1040 KESTREL DR
EDINBURG, TX. 78542-0421
LEGAL: OWASSA GARDENS M/H SUBD LOT 24

PROP. ID. 586344
CERDA ANGELA V
4605 HIBISCUS DR
SAN JUAN, TX. 78589-3891
LEGAL: OWASSA GARDENS M/H SUBD LOT 27

PROP. ID. 314676
CERDA VIRGILO C
RR 11 BOX 812
EDINBURG, TX. 78542
LEGAL: VILLA DEL SOL LOT 37

PROP. ID. 202046
CHAPA ARNOLDO
1101 E OWASSA RD
EDINBURG, TX. 78542-3002
LEGAL: KELLY PHARR TRACT LOT 65 R/S S 1/2-W 1/2 TR 6 EXC N200'-S660.2'-W65.98'-E790.1'
0.67AC NET

PROP. ID. 342733
DE LEON IMELDA & ARNOLDO
1061 E OWASSA RD
EDINBURG, TX. 78542-3003
LEGAL: EL CERRITO LOT 2 S231.20

PROP. ID. 314701
DURAN HERMINIA
1107 STARSHINE DR
EDINBURG, TX. 78542-6677
LEGAL: VILLA DEL SOL LOT 62

PROP. ID. 819373
DURAN MARIA A
PO BOX 1274
MCALLEN, TX. 78505-1274
LEGAL: EL CERRITO LOT 2 N409'

PROP. ID. 342732
DURAN SAMUEL & MARIA A
PO BOX 1274
MCALLEN, TX. 78505-1274
LEGAL: EL CERRITO LOT 1

PROP. ID. 314680
GARCIA COSME & NINFA G
1022 STARSHINE DR
EDINBURG, TX. 78542-8365
LEGAL: VILLA DEL SOL LOT 41

PROP. ID. 314690
GARCIA LUIS R
1216 STARSHINE DR
EDINBURG, TX. 78542-8799
LEGAL: VILLA DEL SOL LOT 51

PROP. ID. 586343
GARCIA MIKE & ROSALVA P
2819 SOPHIA AVE
EDINBURG, TX. 78542-7514
LEGAL: OWASSA GARDENS M/H SUBD LOT 26

PROP. ID. 314697
GARZA MARIA CIPRIANA
1123 STARSHINE DR
EDINBURG, TX. 78542-6677
LEGAL: VILLA DEL SOL LOT 58

PROP. ID. 314677
GONZALEZ JOSE LUIS & ROSA
1006 STARSHINE DR
EDINBURG, TX. 78542-8365
LEGAL: VILLA DEL SOL LOT 38

PROP. ID. 314691
GUEVARA DOLORES J
1107 E SERENIDAD DR
PHARR, TX. 78577-7765
LEGAL: VILLA DEL SOL LOT 52

PROP. ID. 314683
LOPEZ BONIFACIO & ROSA E
1112 STARSHINE DR
EDINBURG, TX. 78542-6677
LEGAL: VILLA DEL SOL LOT 44 & 45

PROP. ID. 314687
OZUNA ANTONIO & CELSA
1204 STARSHINE DR
EDINBURG, TX. 78542-8799
LEGAL: VILLA DEL SOL LOT 48

PROP. ID. 586403
PALACIOS ROLANDO JR
PO BOX 1782
SAN JUAN, TX. 78589-1782
LEGAL: OWASSA GARDENS M/H SUBD LOT 27A

PROP. ID. 314695
PEREZ ARCHI & JOANNE
11916 N BRYAN RD
MISSION, TX. 78573-6763
LEGAL: VILLA DEL SOL LOT 56

PROP. ID. 314679
QUINTANILLA JOSE R & ENEDELIA
1018 STARSHINE DR
EDINBURG, TX. 78542-8365
LEGAL: VILLA DEL SOL LOT 40

PROP. ID. 314686
QUINTANILLA LIBRADO & MARIA E GONZALEZ
1124 STARSHINE DR
EDINBURG, TX. 78542-6677
LEGAL: VILLA DEL SOL LOT 47

PROP. ID. 314692
RAMIREZ JESUS & FRANCISCA
810 E MARION ST
PHARR, TX. 78577-5008
LEGAL: VILLA DEL SOL LOT 53

PROP. ID. 314702
RESENDEZ OSCAR & MARIA
ANEL RESENDEZ NIGRO CUST ANTONELLA NIGRO ET AL
1101 STARSHINE DR
EDINBURG, TX. 78542-6677
LEGAL: VILLA DEL SOL LOT 63

PROP. ID. 629154
REYES VICTOR M & MAGDALENA M
5611 S VETERANS BLVD
EDINBURG, TX. 78542-6852
LEGAL: KELLY PHARR TRACT N53'-S435.15'-E263.36' LOT 65 0.32AC GR 0.27AC NET

PROP. ID. 314698
RIOS NATALIA DE LOPEZ
1119 STARSHINE DR
EDINBURG, TX. 78542-6677
LEGAL: VILLA DEL SOL LOT 59

PROP. ID. 314688
RUIZ DANIEL P
LAURA L GONZALEZ
1208 STARSHINE DR
EDINBURG, TX. 78542-8799
LEGAL: VILLA DEL SOL LOT 49

PROP. ID. 314689
SALAS JOSE R & PAULA E
1533 N KOSTNER AVE
CHICAGO, IL. 60651-1611
LEGAL: VILLA DEL SOL LOT 50

PROP. ID. 314681
SALAZAR KARLA M & CARLOS CANTU
3704 ORCHID AVE
MCALLEN, TX. 78504-5309
LEGAL: VILLA DEL SOL LOT 42

PROP. ID. 314704
SALINAS ELOY S
1015 STARSHINE DR
EDINBURG, TX. 78542-8751
LEGAL: VILLA DEL SOL LOT 65

PROP. ID. 314699
SALINAS MANUEL & BLANCA
1115 STARSHINE DR
EDINBURG, TX. 78542-6677
LEGAL: VILLA DEL SOL LOT 60

PROP. ID. 314678
SANCHEZ JESUS A & ISELA Y
1012 STARSHINE DR
EDINBURG, TX. 78542-8365
LEGAL: VILLA DEL SOL LOT 39

PROP. ID. 202041
SERNA BENITO & LUZ ALMA
2316 N J ST
MCALLEN, TX. 78501-5605
LEGAL: KELLY PHARR TRACT LOT 65 W65.98'-W723.59'-S660.2' AKA TR 6 1.00 AC GR 0.97 AC
NET

PROP. ID. 314682
SOLIS ADELAIDO & GUADALUPE
1108 STARSHINE DR
EDINBURG, TX. 78542-6677
LEGAL: VILLA DEL SOL LOT 43

PROP. ID. 314694
SOLIS ROSENDO & HERLINDA
901 SUNDANCE DR
EDINBURG, TX. 78542-8309
LEGAL: VILLA DEL SOL LOT 55

PROP. ID. 314685
TIJERINA LEONARDO & MARIA N
1120 STARSHINE DR
EDINBURG, TX. 78542-6677
LEGAL: VILLA DEL SOL LOT 46

PROP. ID. 586339
VASQUEZ ALBERTO GUEVARA & RAUL ANGEL PLATA TORICES
1216 PROSPERIDAD
PHARR, TX. 78577
LEGAL: OWASSA GARDENS M/H SUBD LOT 22

PROP. ID. 586340
VASQUEZ J DORLORES
1216 E PROSPERIDA DR
PHARR, TX. 78577-7758
LEGAL: OWASSA GARDENS M/H SUBD LOT 23

PROP. ID. 314700
VELA JUAN D & MARIA G
1111 STARSHINE DR
EDINBURG, TX. 78542-6677
LEGAL: VILLA DEL SOL LOT 61

PROP. ID. 314696
VILLARREAL ELISEO & NORMA I
2832 REDWOOD
MCALLEN, TX. 78501-6417
LEGAL: VILLA DEL SOL LOT 57

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE (AG) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 5.97 ACRE TRACT OF LAND OUT OF THE SOUTH HALF(1/2) OF LOT 65, KELLY-PHARR SUBDIVISION, LOCATED APPROXIMATELY 300 FEET NORTHWEST OF THE INTERSECTION OF SOUTH VETERANS BLVD. AND OWASSA ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture (AG) District and the Urban Residential (UR) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007. Such proposed amendment is to change the zoning of a 5.97 acre tract of land out of the South Half (1/2) of Lot 65, Kelly-Pharr Subdivision, Located approximately 300 feet Northwest of the Intersection of South Veterans Blvd. and Owassa Road, Edinburg, Hidalgo County, Texas, from Agriculture (AG) District to Urban Residential (UR) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing held before said Planning and Zoning Commission, on July 12, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code of a public hearing to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on August 3, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the Code of Ordinances of the City of Edinburg and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture (AG) District to Urban Residential (UR) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture (AG) District and added to the Urban Residential (UR) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/rlg-ordinances/JTMR LLC.-6.61 acres-ag to ur 8/3/16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 5.97 ACRE TRACT OF LAND OUT OF THE SOUTH HALF(1/2) OF LOT 65, KELLY-PHARR SUBDIVISION, LOCATED APPROXIMATELY 300 FEET NORTHWEST OF THE INTERSECTION OF SOUTH VETERANS BLVD. AND OWASSA ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR URBAN USES; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Auto-Urban Uses to Urban Uses; and

WHEREAS, it appears that this development will proceed, if allowed; and

WHEREAS, such development is not detrimental to the Suburban Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 3023 on October 4, 2005, is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions, for Urban Uses. The conditions that exist are:

- (1) Population growth requiring more Urban Uses;
- (2) Expansion and development of Urban Uses.

This area, because of Edinburg's growth, should be included in those portions of the City providing

support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

ATTEST:

By: _____
Richard H. Garcia, Mayor

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Hold Public Hearing and Consider Ordinances Providing for the Rezoning Request from Suburban Residential (S) District to Commercial General (CG) District, Being a 0.64 Acre Tract of Land, Out of Lot 6, Section 243, Texas Mexican Railway Company Survey, Located at 1303 E. Rogers Rd., as Requested by Daniel And Yesenia Garza. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus Saenz Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The developer is proposing General Commercial uses on the property located at 1303 Rogers Road, being a 2.15 acre tract of land, being a 0.64 acre tract of land, out of Lot 6, Section 243 Texas-Mexican Railway Company Survey. The Gateway plan, the City's Comprehensive Plan designation for this property is Commercial General Uses and the approval of the rezoning request will allow Commercial General Uses on the subject property.

The property is currently zoned Suburban Residential (S) District. The applicant is planning to develop and expand the property into a commercial development. The surrounding zoning in the area is Industrial (I) District to the North, Suburban Residential (S) District to the East, and Commercial General (CG) District to the South and West.

The request complies with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to nine (9) neighboring property owners and received no comments in favor of or against this request at time of the request.

The Planning & Zoning Commission recommended with a vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn a unanimous vote by the Planning & Zoning Commission.

RECOMMENDATION:

Staff recommends approval of the Rezoning Request from Suburban (S) District to Commercial General (CG) District, being a 0.64 acre tract of land, out of lot 6, section 243 Texas-Mexican Railway Company Survey, Located at 1303 E. Rogers Road. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 07/12/16
CITY COUNCIL – 08/02/16
DATE PREPARED – 06/21/16

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	The Rezoning Request from Suburban Residential (S) District to Commercial General (CG) District
<u>APPLICANT:</u>	Daniel and Yesenia Garza.
<u>AGENT:</u>	None
<u>LEGAL:</u>	Being a 0.64 acre tract of land, out of lot 6, section 243 Texas-Mexican Railway Company Survey, Located at 1303 E. Roger Road.
<u>LOCATION:</u>	Located at 1303 Roger Road.
<u>LOT/TRACT SIZE:</u>	0.64 acre
<u>CURRENT USE OF PROPERTY:</u>	Residential home
<u>PROPOSED USE OF PROPERTY:</u>	Commercial suit
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North – Industrial (I) District. South – Commercial General (CG) East – Suburban Residential (S) District West – Commercial General (CG)
<u>LAND USE PLAN DESIGNATION:</u>	Commercial General (CG) District
<u>ACCESS AND CIRCULATION:</u>	This property has access onto US HWY 281 and E Rogers Road.
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the Rezoning Request. A comprehensive evaluation is on the following page(s).

**COMPREHENSIVE PLAN AMENDMENT AND
REZONING REQUEST
DANIEL AND YESENIA GARZA
EVALUATION**

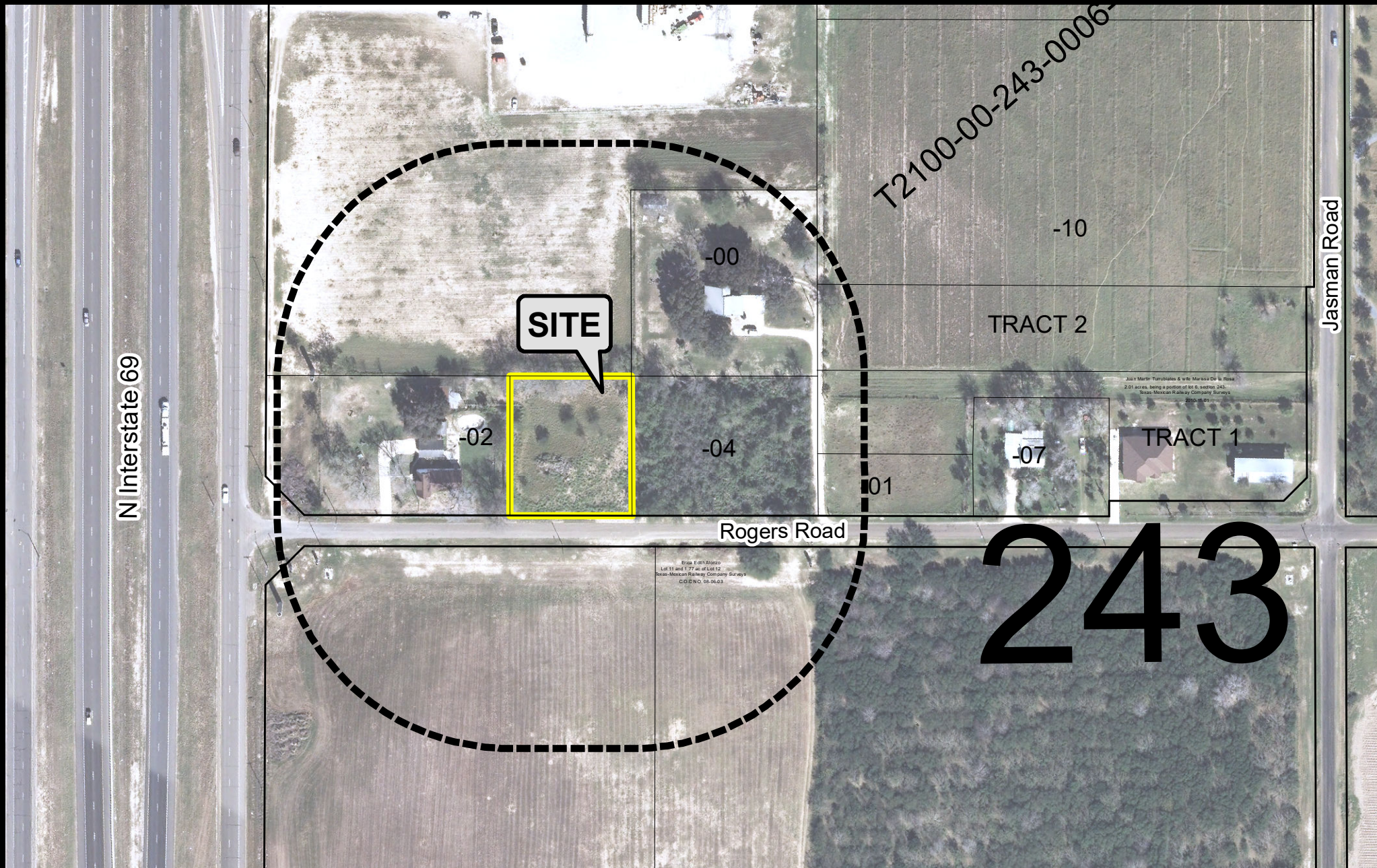
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Commercial Use.
2. The land use pattern for this area of the community consists of Commercial Use and vacant land uses.
3. The applicant is proposing Commercial General Uses at this location.



This request is in compliance with the City's Comprehensive Plan designation, Staff recommends approval of the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Suburban Residential (S) District to Commercial General (CG) District. If approved, the proposed commercial development would need to comply with the City's architectural standards, building, fire, parking, and landscape buffer requirements, and all other City requirements, as applicable.

Staff mailed a notice of the public hearing before the Planning & Zoning Commission to nine (9) neighboring property owners and received no comments in favor of or against this request.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
List of neighboring property owners receiving notice



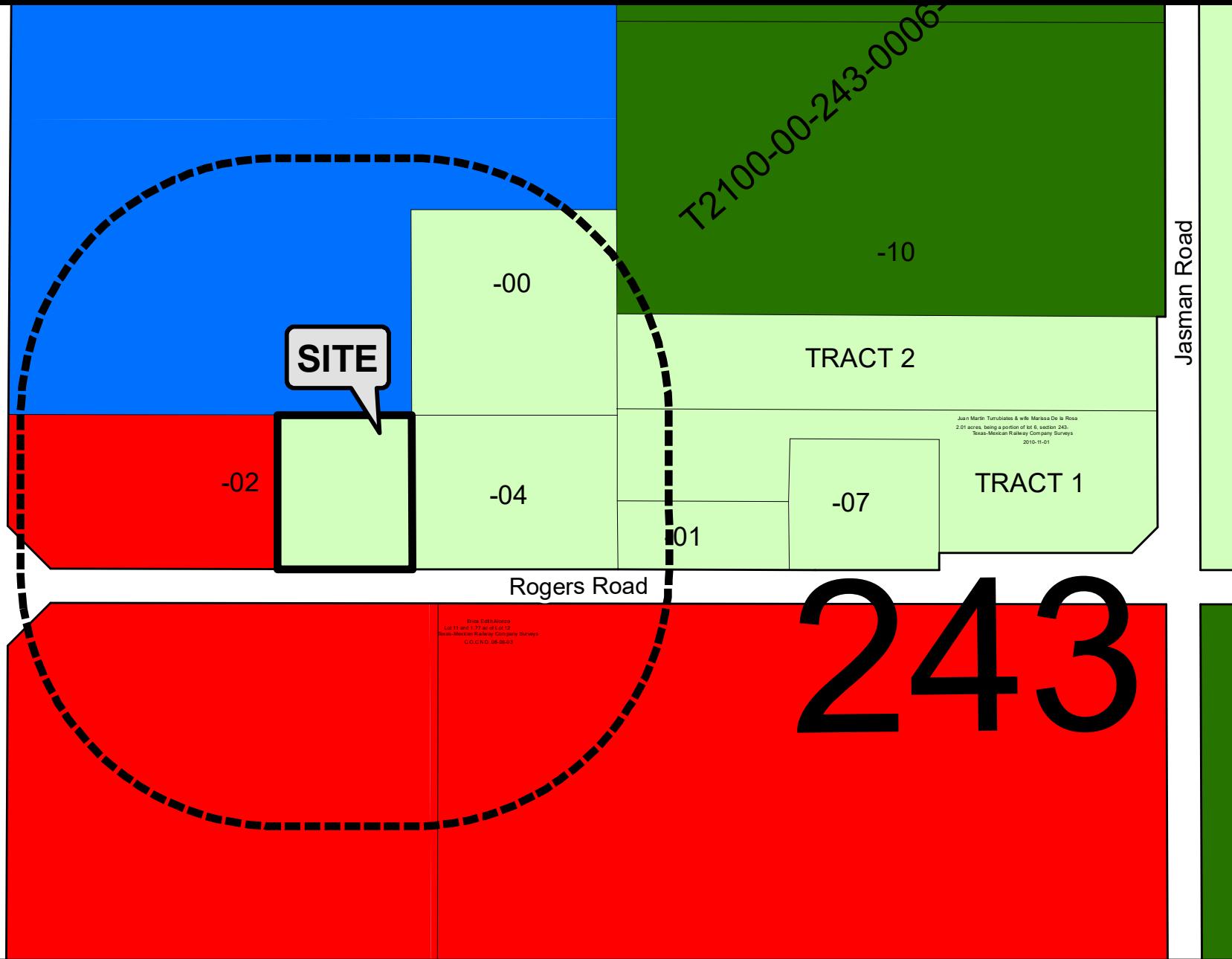
Legend

-  Daniel & Yesenia Garza
-  300' Notification

AERIAL PHOTO
Daniel & Yesenia Garza



N Interstate 69



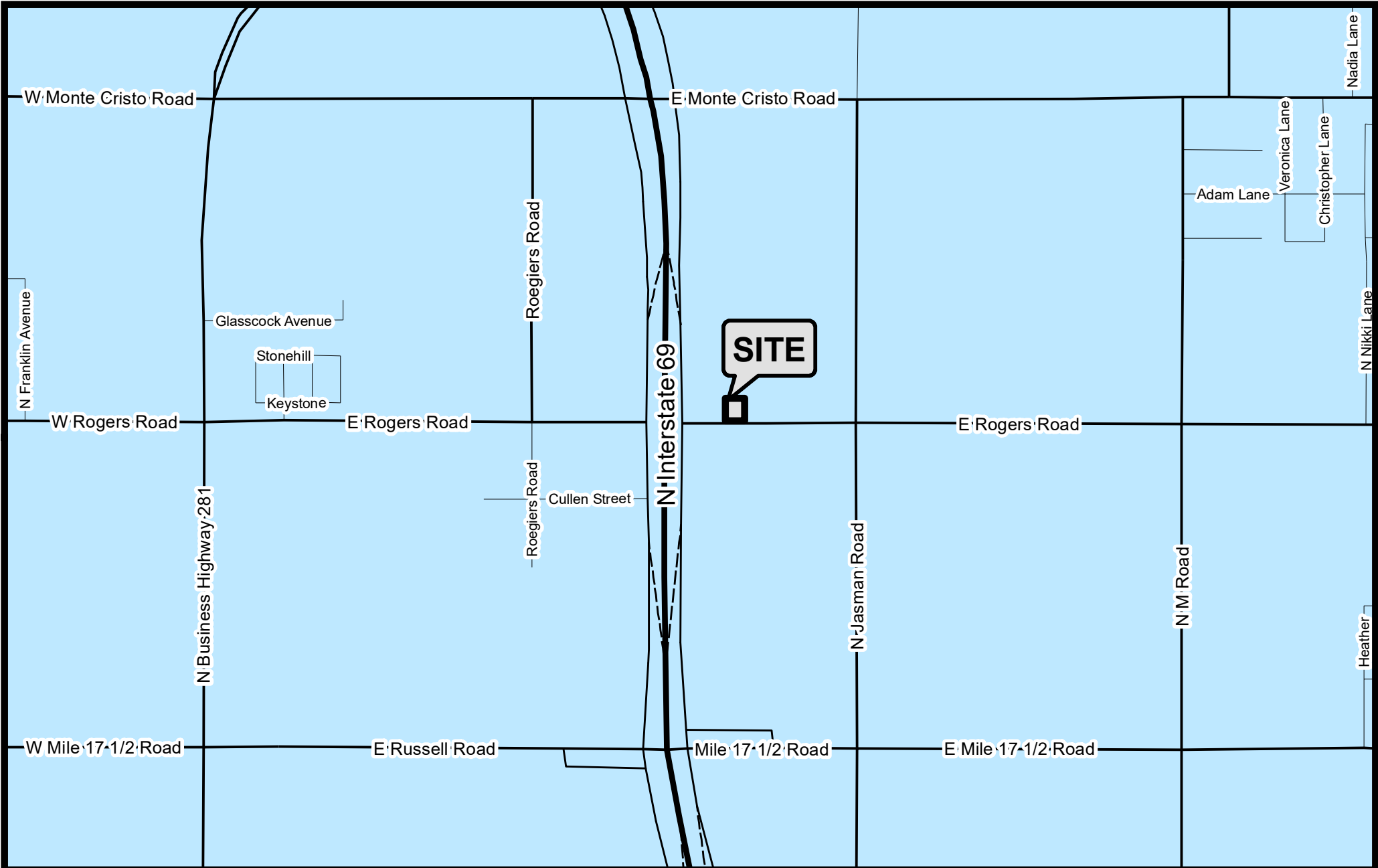
Legend

	Daniel & Yesenia Garza		Commercial, General		Neighborhood Conservation 7.1
	300' Notification		Commercial, Neighborhood		Neighborhood Conservation MH
	Agriculture		Downtown District		Suburban Residential
	Auto-Urban Residential		Industrial		Urban Center
	Business Park		Neighborhood Conservation 5		Urban Residential
					Urban University



THE REZONING REQUEST FROM SUBURBAN RESIDENTIAL (S) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING A 0.64 ACRE TRACT OF LAND, OUT OF LOT 6, SECTION 243, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1303 E. ROGERS RD., AS REQUESTED BY DANIEL AND YESENIA GARZA.







Legend

-  Daniel & Yesenia Garza
-  City Limits

Daniel & Yesenia Garza



ANDRES LOZANO
1232915 H.C.D.R.

PAUL R
1766061

SCALE: 1" = 20'
BEARING BASE
TX STATE PLANE
COORDINATES NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA
SYSTEMS NETWORK

JANIS LYNN ROGERS
P-30,286 H.C.D.R.

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



DRAWN: OSCAR CORDOVA III
DESIGN: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
SCALE: 1" = 20'
DATE: APRIL 2016

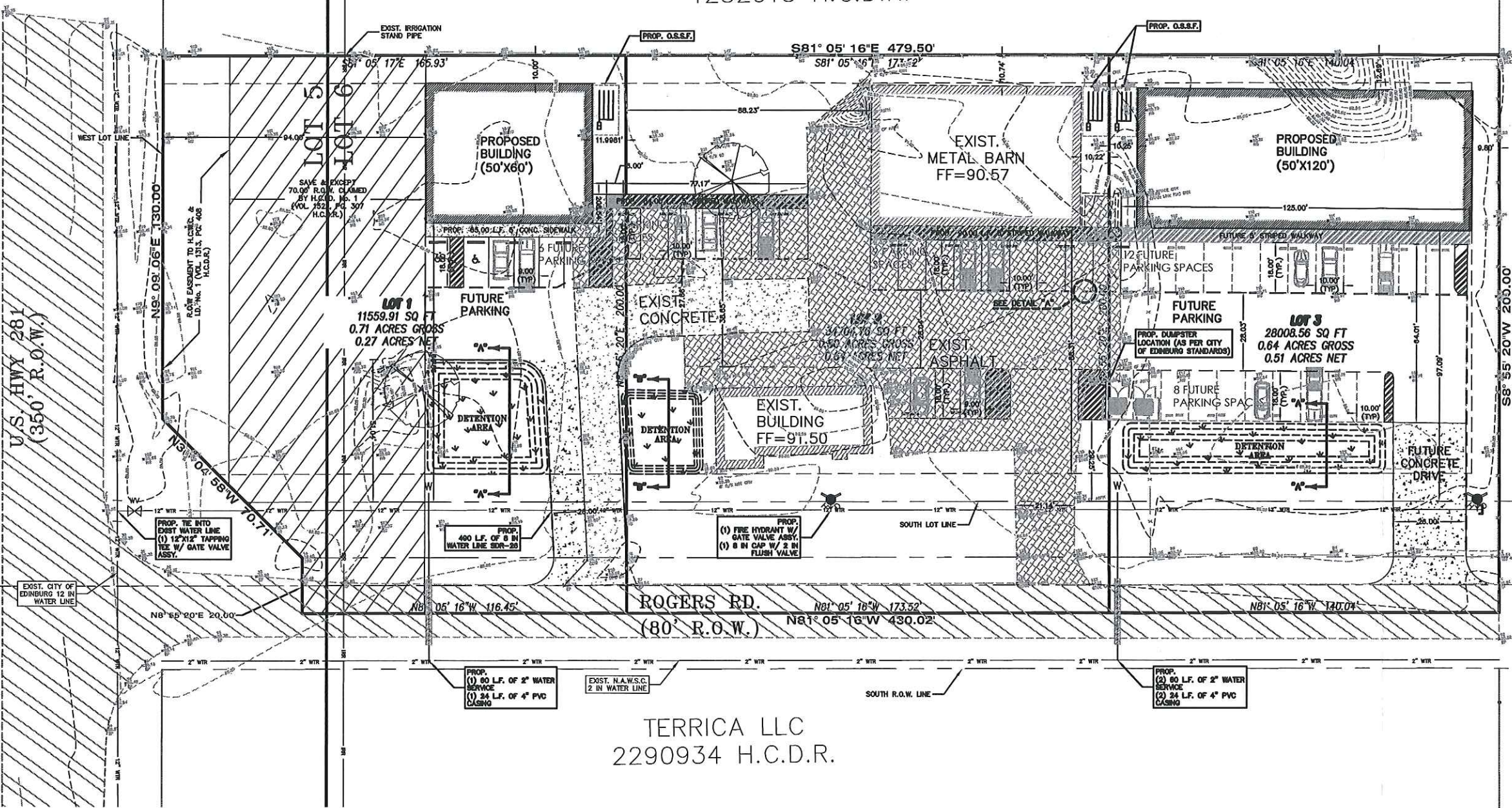
THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
IVAN GARCIA,
P.E. 115682 ON
APRIL 2016
IT IS NOT TO BE
USED FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES.

ISSUED FOR
REVIEW

PROPOSED SITE PLAN LAYOUT
AND UTILITY LAYOUT
CARPET HOUSE SUBDIVISION
EDINBURG, TEXAS

ENG 16 010

Page 76



TERRICA LLC
2290934 H.C.D.R.

LEGEND

	EXIST. GRATE INLET		EXIST. FLUSH VALVE
	EXIST. CURB INLET		EXIST. IRRIGATION VALVE
	EXIST. TELEPHONE PEDESTAL		EXIST. FIREHYDRANT
	EXIST. GRATE INLET		EXIST. MAIL BOX
	EXIST. IRRIGATION PIPE		EXIST. BRICK MAIL BOX
	EXIST. LAMP POLE		EXIST. WATER METER
	EXIST. TRAFFIC POLE		EXIST. STREET SIGN
	EXIST. FLUSH VALVE		EXIST. SANITARY SEWER MANHOLE
	EXIST. GUY WIRE		EXIST. STORM SEWER MANHOLE
	EXIST. POWER POLE		EXIST. FENCE LINE
	EXIST. WATER VALVE		EXIST. OVERHEAD ELECTRIC LINE
			EXIST. UNDERGROUND CABLE

NOTE: ALL DIMENSIONS SHOWN ARE TO
THE BACK OF CURB/EDGE OF SIDEWALK/
FACE OF WALL UNLESS STATED OTHERWISE.

GENERAL NOTES

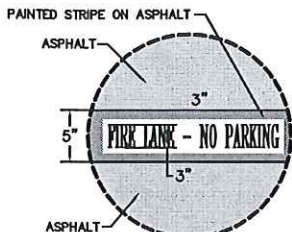
1. ALL PARKING LOT STRIPING PAINT SHALL BE WHITE
REFLECTIVE THERMOPLASTIC.

GENERAL NOTES

1. ALL EXIST. UTILITIES ARE AT APPROXIMATE LOCATIONS.
2. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS ARE
BASED ON OBSERVATION OF ABOVEGROUND STRUCTURES, LINES SPOTTED
BY THE OWNER, AND UTILITY SPOTTING. ACTUAL LOCATION OF THESE UTILITIES MAY VARY, AND
ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED UPON EXCAVATION.
3. BEFORE BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL CALL FOR UTILITY SPOTTING BY
THE APPROPRIATE AGENCY AND VERIFY THE LOCATION OF THESE UTILITIES TO HIS SATISFACTION.
4. ANY DAMAGE CAUSED TO EXISTING STRUCTURES AND/OR UTILITIES BY THE CONTRACTOR SHALL
BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.
5. ANY DAMAGE TO PROPERTY, OUTSIDE THE CONSTRUCTION ZONE, CAUSED BY THE CONTRACTOR,
SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CORRECT AT HIS EXPENSE.

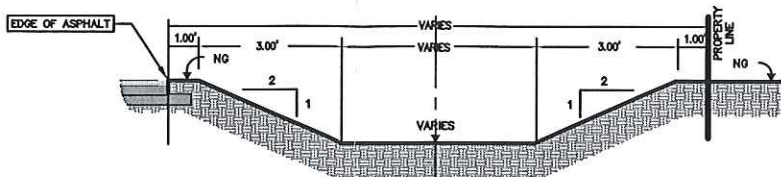
--- FIRE LANE STRIPES

NOTE:
FIRE LANE STRIPES WILL SAY:
"FIRE LANE-NO PARKING" WITH
4"x4" LETTERING COLOR WHITE
ON 6" RED STRIPE



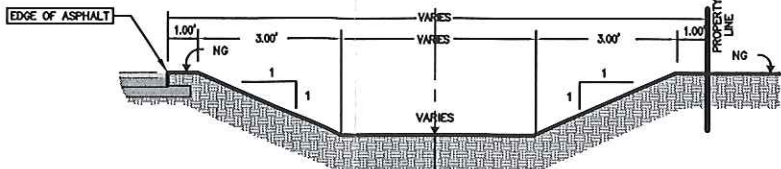
NO PARKING
DETAIL "A"
NOT TO SCALE

TOTAL PARKING
54 PARKING SPOTS



DETENTION AREA CROSS-SECTION "A-A"

NOT TO SCALE



DETENTION AREA CROSS-SECTION "B-B"

NOT TO SCALE

THE REZONING REQUEST FROM SUBURBAN RESIDENTIAL (S) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING A 0.64 ACRE TRACT OF LAND, OUT OF LOT 6, SECTION 243, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1303 E. ROGERS RD., AS REQUESTED BY DANIEL AND YESENIA GARZA.

PROP. ID. 896069
DE LA ROSA ENRIQUE & BRENDA
827 E JOHNSON ST
SAN JUAN, TX. 78589-3942
LEGAL: TEX-MEX SURVEY N110'- S316'- E660' LOT 6 SEC 243 1.67 AC GR 1.62 AC NET

PROP. ID. 295726
DE LA ROSA ELVIA
2715 N M RD
EDINBURG, TX. 78542-6316
LEGAL: TEX-MEX SURVEY S100'-W200'-E660'-LT 6 SEC 243 0.45GR 0.36AC NET

PROP. ID. 790105
GARCIA JOSE L & MARTHA
2011 SUNSET DR
SAN JUAN, TX. 78589-2685
LEGAL: TEX-MEX SURVEY N132'-S448'-E660' LOT 6 SEC 243 2.0AC GR 1.88AC NET

PROP. ID. 295727
GARZA DANIEL & YESENIA
2706 LASSO TRL
EDINBURG, TX. 78541-6932
LEGAL: TEX-MEX SURVEY S200'-W430.02' LOT 6 & N130'-S200'-E55.33' BNG IRR TR LOT 5
SEC 243 2.15 AC GR 1.78AC NET

PROP. ID. 732843
LOZANO ANDRES
PO BOX 414
EDINBURG, TX. 78540-0414
LEGAL: TEX-MEX SURVEY MID N1120'-W660' EXC S240'-E240' LOT 6 SEC 243 15.65AC GR
14.98AC NET

PROP. ID. 295729
ROGERS JANIS LYNN
155 PLAZA DR APT NO 608
KERRVILLE, TX. 78028
LEGAL: TEX-MEX SURVEY E240'-W660'-S200' LOT 6 SEC 243 1.10AC

PROP. ID. 295725
ROGERS PAUL
1311 E ROGERS RD
EDINBURG, TX. 78542-8619
LEGAL: TEX-MEX SURVEY E240'-W660'-N240'-S440 LOT 6 SEC 243 1.32AC

PROP. ID. 607679

TERRICA LLC

4418 N GWIN RD

EDINBURG, TX. 78542-5204

LEGAL: TEX-MEX SURVEY ALL LOT 11 & AN IRR TR E80' LOT 12 SEC 243 41.77 AC GR 38.18
AC NET

PROP. ID. 790106

TURRUBIATES JUAN M & MARISSA DE LA ROSA

1607 E ROGERS RD

EDINBURG, TX. 78542-5270

LEGAL: TEX-MEX SURVEY S205.70'-E660' EXC S170.45'-W164.12'-E460.02' & EXC S100'-W200'
& EXC W100'-E295.90-S129.64' LOT 6 BLK 243 1.63 AC GR 1.27 AC NET

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE SUBURBAN RESIDENTIAL (S) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 0.64 ACRE TRACT OF LAND OUT OF LOT 6, SECTION 243, TEXAS MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1303 EAST ROGERS ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Suburban Residential (S) District and the Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007 . Such proposed amendment is to change the zoning of a 0.64 acre tract of land out of Lot 6, Section 243, Texas Mexican Railway Company Survey, Located at 1303 East Rogers Road, Edinburg, Hidalgo County, Texas, from Suburban Residential (S) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on July 12, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved

the change in zoning of said property from one district to the other; and,

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on August 3rd, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

WHEREAS, having held said public hearing it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Suburban Residential (S) District to Commercial, General (CG) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Suburban Residential (S) District and add it to the Commercial, General (CG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this

Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/rlg-ordinances/Daniel & Yesenia Garza-s to cg-8-3-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Neighborhood Conservation 7.1 (NC7.1) District to Urban Residential (UR) District, Being the South 94.5 Feet of Lots 5 and 6, Block 361, Edinburg Original Townsite, Located at 609 South 9th Ave., as Requested by Sara McFarland. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is proposing to develop Urban Residential uses on the property located at 609 South 9th Ave., being the South 94.5 feet of Lots 5 and 6, Block 361, Edinburg Original Townsite. The City's Comprehensive Plan designation for this property is Urban uses. The approval of the rezoning request will allow Urban Residential uses on the subject property.

The applicant is proposing to remove the existing car port and replace it with small living quarters. The property is currently zoned Neighborhood Conservation (NC 7.1) District and is occupied by one single home. The site is in the middle of a Neighborhood Conservation (NC 7.1) District with a few Urban Residential sites.

The request does comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to forty one (41) neighboring property owners and received one (1) comment in favor and no comments against this request at the time of this report.

The Planning & Zoning Commission recommended with a vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn a unanimous vote by the Planning & Zoning Commission.

RECOMMENDATION:

Staff recommends Approval of the Request from Neighborhood Conservation 7.1 (NC7.1) District to Urban Residential (UR) District, being the South 94.5 feet of Lots 5 and 6, Block 361, Edinburg Original Townsite, located at 609 South 9th Ave. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 07/12/16
CITY COUNCIL – 08/02/16
DATE PREPARED – 07/05/16

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Rezoning Request from Neighborhood Conservation 7.1 (NC7.1) District to Urban Residential (UR) District.
<u>APPLICANT:</u>	Sara McFarland
<u>AGENT:</u>	N/A
<u>LEGAL:</u>	Being the South 94.5 feet of Lots 5 and 6, Block 361, Edinburg Original Townsite.
<u>LOCATION:</u>	609 South 9 th Ave
<u>LOT/TRACT SIZE:</u>	0.11 acres
<u>CURRENT USE OF PROPERTY:</u>	house
<u>PROPOSED USE OF PROPERTY:</u>	Single Family Residential Home
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North – Neighborhood Conservation (7.1) District South – Urban Residential (UR) District East – Neighborhood Conservation (7.1) District West – Neighborhood Conservation (7.1) District
<u>LAND USE PLAN DESIGNATION:</u>	Urban Center
<u>ACCESS AND CIRCULATION:</u>	This property has primary access onto 9 th Avenue.
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the rezoning request. A comprehensive evaluation is on the following page(s)

**REZONING REQUEST
SARA MCFARLAND**

EVALUATION

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Urban Center.
2. The land uses in this area of the community consists of Neighborhood Conservation 7.1 (NC 7.1) District as well as Urban Residential (UR) District.
3. The applicant is proposing to remove the existing carport and add an additional home.
4. The property is currently zoned Neighborhood Conservation 7.1 (NC 7.1) District and is occupied by a single home. The site is in the middle of a Neighborhood Conservation (NC 7.1) District with a few Urban Residential sites.
5. The current location would need modification in order to meet city requirements.
6. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to forty one (41) neighboring property owners and one (1) comment in favor and no comments against this request.


In reviewing the request, the Commission, may consider factors such as compliance with the Comprehensive Plan, established land use pattern of an area, change of conditions, impact to neighboring properties, comprehensiveness, and reasonableness of the request.

Staff recommends approval of the Rezoning Request to Urban Residential (UR) District. If approved, the applicant will need to comply with all requirements during the permitting process including but not limited to widening of existing driveway to accommodate vehicle access, compliance with building and fire codes, fire protection, parking, landscape bufferyards, solid waste services, utility and any other City requirements, as applicable.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
List of neighboring property owners receiving notice



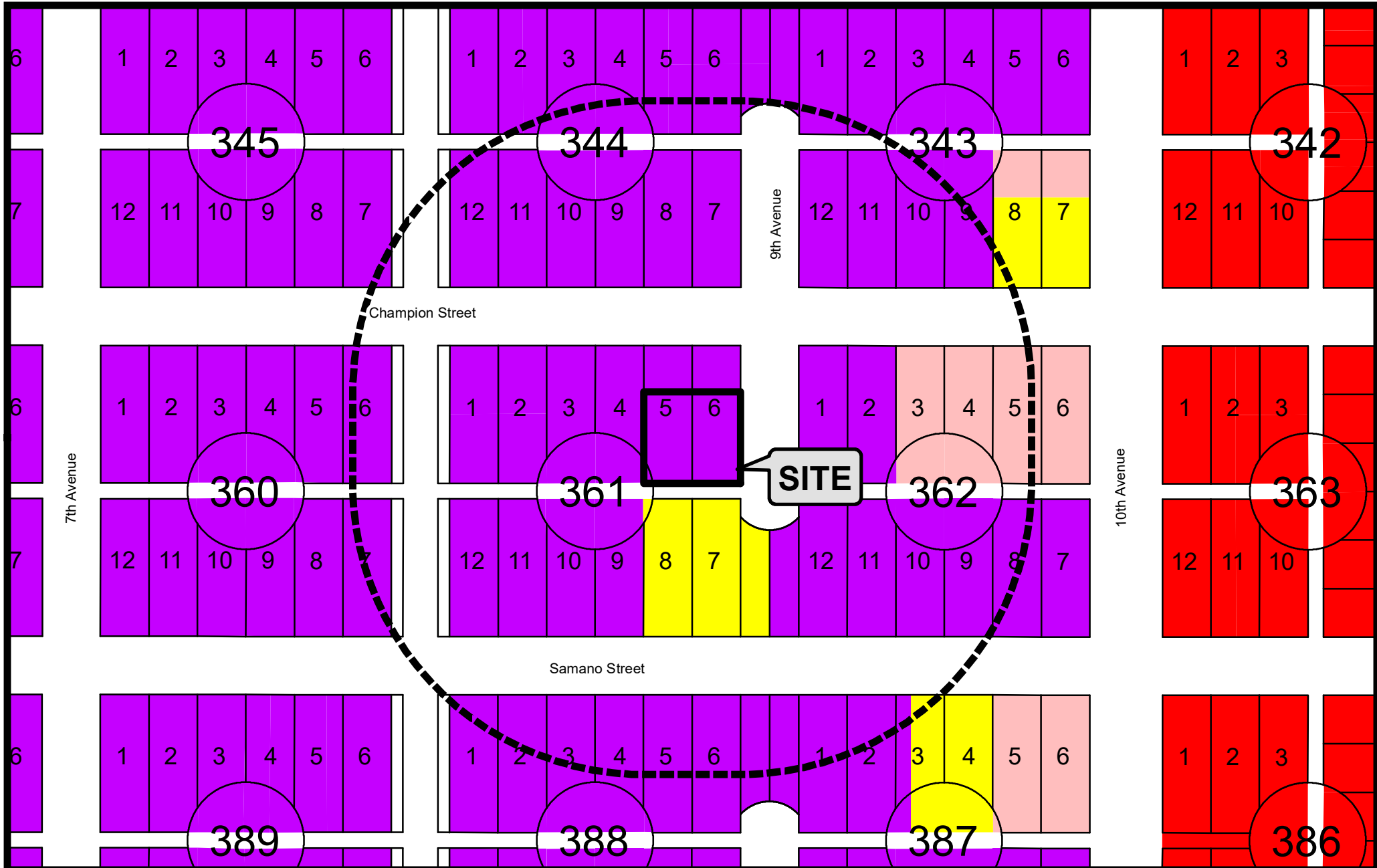
Legend

 Sara McFarland

AERIAL PHOTO
SARA MCFARLAND



THE CITY OF
DINBURG

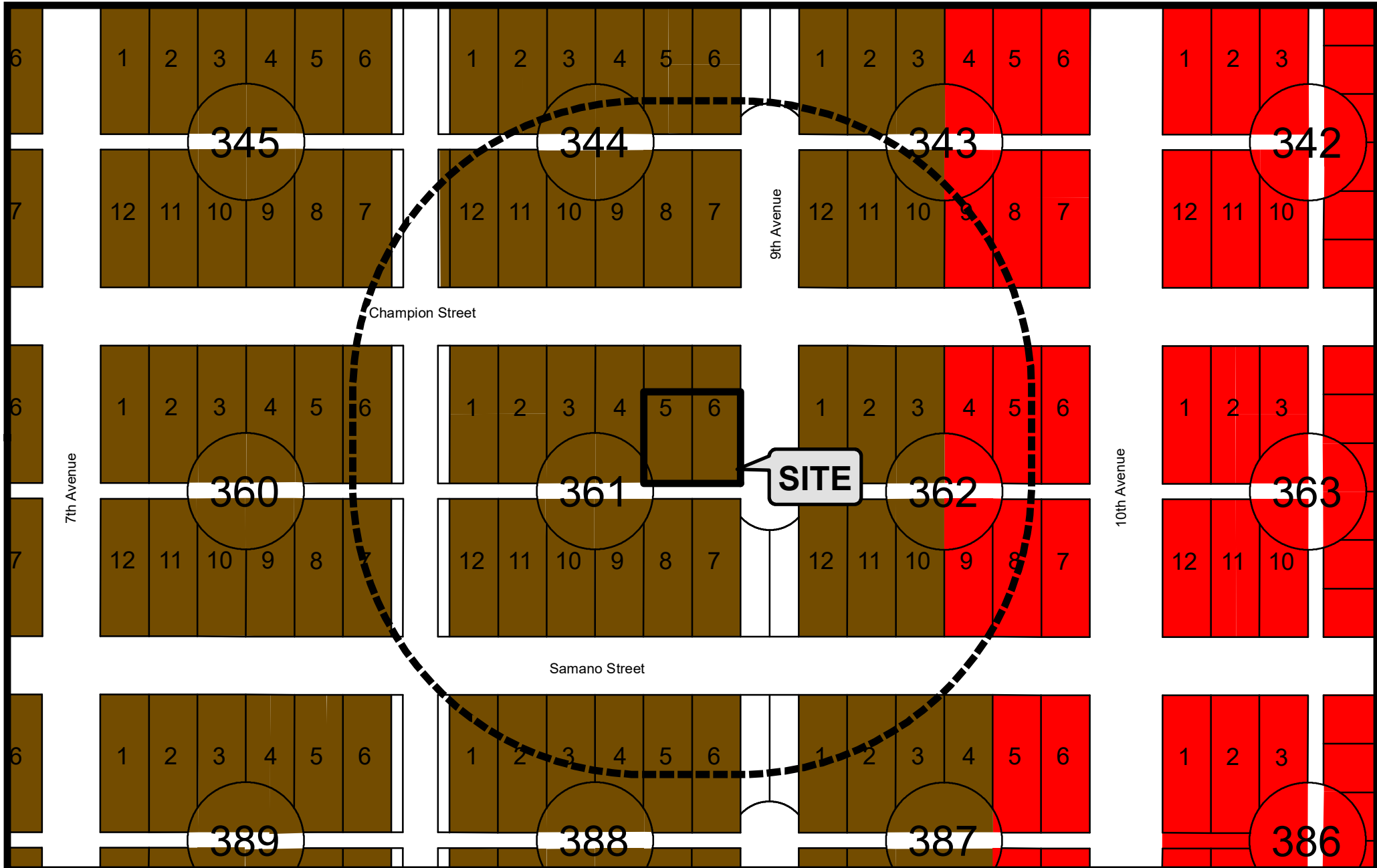


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


- | | | | | | |
|--|------------------------|--|-----------------------------|--|-------------------------------|
| | Sara McFarland | | Commercial, General | | Neighborhood Conservation 7.1 |
| | 300' Notification | | Commercial, Neighborhood | | Neighborhood Conservation MH |
| | Agriculture | | Downtown District | | Suburban Residential |
| | Auto-Urban Residential | | Industrial | | Urban Center |
| | Business Park | | Neighborhood Conservation 5 | | Urban Residential |
| | | | | | Urban University |

THE REZONING REQUEST FROM NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING THE SOUTH 94.5 FEET OF LOTS 5 AND 6, BLOCK 361, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 609 S. 9TH AVE, REQUESTED BY SARA MCFARLAND





Legend

- | | | |
|--|---|--|
|  Sara McFarland |  General Commercial |  Office Business Park |
|  300' Notification |  Industrial |  Suburban |
|  Auto-Urban |  Mobile Home |  Urban |
|  Downtown District |  Neighborhood Commercial |  Urban University |

FUTURE LAND USE

SARA MCFARLAND





Legend

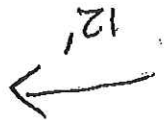
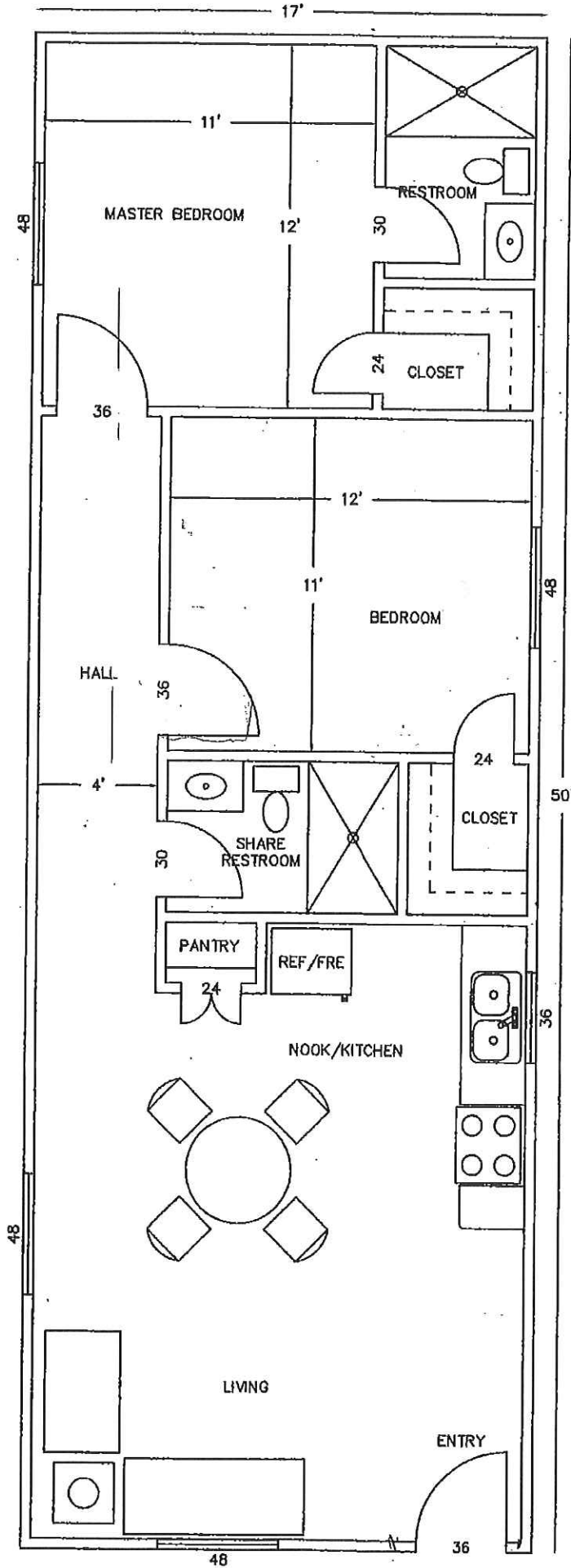


Sara McFarland

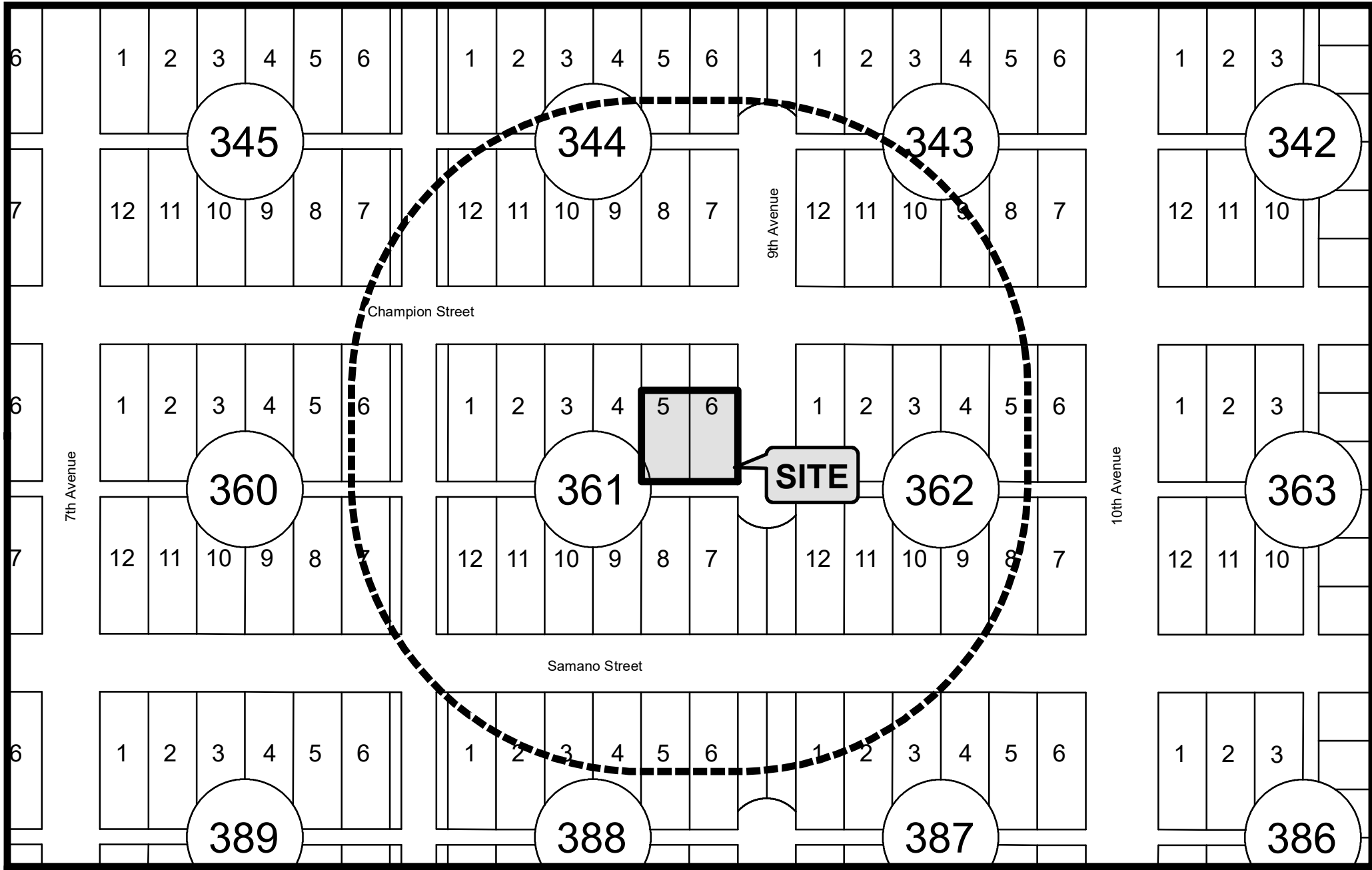
SARA McFARLAND



~~House~~ Fence




House



Legend

 Sara McFarland

 300' Notification

THE REZONING REQUEST FROM NEIGHBORHOOD
 CONSERVATION 7.1 (NC 7.1) DISTRICT TO URBAN
 RESIDENTIAL (UR) DISTRICT, BEING THE SOUTH 94.5
 FEET OF LOTS 5 AND 6, BLOCK 361, EDINBURG ORIGINAL
 TOWNSITE, LOCATED AT 609 S. 9TH AVE, REQUESTED
 BY SARA MCFARLAND



THE REZONING REQUEST FROM NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING THE SOUTH 94.5 FEET OF LOTS 5 AND 6, BLOCK 361, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 609 S. 9TH AVE, REQUESTED BY SARA McFARLAND.

PROP. ID. 165973
ALCAZAR JUAN & RAQUEL G
210 W SAMANO ST
EDINBURG, TX. 78539-4445
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 4 & E. 35' OF 3 BLK 387

PROP. ID. 165670
BARNETT SAM
PO BOX 3394
EDINBURG, TX. 78540-3394
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 & 8 S. 92 FT BLK 343

PROP. ID. 650946
BASALDUA PEDRO JR & NANCY
601 S 9TH AVE
EDINBURG, TX. 78539-4414
LEGAL: EDINBURG ORIGINAL TOWNSITE N47.50' LOTS 5-6 BLK 361

PROP. ID. 165674
BRAATEN MICHAEL P & DEBORAH
322 W FAY ST
EDINBURG, TX. 78539-4300
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1-ALL & LOT 2-W1/2 BLK 344

PROP. ID. 165980
BUENTELLO SAMUEL & AURORA S
3024 E CANTON RD
EDINBURG, TX. 78542-5605
LEGAL: EDINBURG ORIGINAL TOWNSITE LOTS 1 & 2 BLK 338 & 12' X 142' ADJ TO WEST LINE LOT 1

PROP. ID. 165679
CASAREZ ORALIA
1806 S STANDARD AVE
SAN JUAN, TX. 78589
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 BLK 344

PROP. ID. 165683
CASAS FELIX
317 W CHAMPION ST
EDINBURG, TX. 78539-4432
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11 BLK 344

PROP. ID. 165675
CHAMPION C JR

320 W FAY ST
EDINBURG, TX. 78539-4300
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 2-E1/2 & ALL LOT 3 BLK 344

PROP. ID. 165761
COME PRAISE THE LORD
220 W CHAMPION ST
EDINBURG, TX. 78539-4431
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 2 BLK 362

PROP. ID. 165971
CORONADO FRANCISCO B JR
SUSAN CORONADO
PO BOX 674
EDINBURG, TX. 78540-0674
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 BLK 387 AND 30' ABND ST WEST OF LOT 1

PROP. ID. 165691
CORONADO IRMA
401 W CHAMPION ST
EDINBURG, TX. 78539-4465
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7 BLK 345

PROP. ID. 165981
CORONADO SUSAN & FRANCISCO JR
PO BOX 674
EDINBURG, TX. 78540-0674
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 3-4 BLK 388

PROP. ID. 165664
DE LA FUENTE XAVIER & CARMEN D
222 W FAY ST
EDINBURG, TX. 78539-4319
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 1 BLK 343

PROP. ID. 165766
GARCIA JESSICA J
1921 PIN OAK RD
EDINBURG, TX. 78539-7330
LEGAL: EDINBURG ORIGINAL TOWNSITE -LOT 9 BLK 362

PROP. ID. 165757
GARZA RUBEN
1700 VIOLET AVE
MCALLEN, TX. 78504-3678
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 7-8 BLK 361

PROP. ID. 165681
GORENA RAMIRO
311 W CHAMPION ST
EDINBURG, TX. 78539-4432

LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 344

PROP. ID. 165682

GUAJARDO SOILA SANTOS

315 W CHAMPION ST

EDINBURG, TX. 78539-4432

LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10 BLK 344

PROP. ID. 165754

GUTIERREZ MARIA LUISA & LUIS JR

314 W CHAMPION ST

EDINBURG, TX. 78539-4433

LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 3 BLK 361

PROP. ID. 165745

GUZMAN MANUEL

402 W CHAMPION ST

EDINBURG, TX. 78539-4464

LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 6 BLK 360

PROP. ID. 165755

HINOJOSA LUCIANO S & SANJUANITA

1118 LOYOLA DR

EDINBURG, TX. 78541-5189

LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 4 BLK 361

PROP. ID. 165672

LANFRANCO BELINDA ET AL

PO BOX 4104

EDINBURG, TX. 78540-4104

LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10-11 BLK 343

PROP. ID. 165759

LAPIDES LEONOR V

315 W SAMANO ST

EDINBURG, TX. 78539-4446

LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10 BLK 361

PROP. ID. 165765

MATA MARIA DE LOS ANGELES

205 W SAMANO ST

EDINBURG, TX. 78539-4444

LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8 BLK 362

PROP. ID. 165756

MCFARLAND SARA V

609 S 9TH AVE

EDINBURG, TX. 78539

LEGAL: EDINBURG ORIGINAL TOWNSITE S94.5' LOTS 5-6 BLK 361

PROP. ID. 165665

MELENDEZ-VASQUEZ JUAN & BERENICE ALBA
412 N MAIN ST APT 103A
MCALLEN, TX. 78501
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 2 BLK 343

PROP. ID. 165678
MOLINA RICHARD R
2704 N M RD
EDINBURG, TX. 78542
LEGAL: EDINBURG ORIGINAL TOWNSITE S 1/2 OF LOT 6 & S 1/2 E 1/2 5 B 344

PROP. ID. 165768
MORA CARMEN
221 W SAMANO ST
EDINBURG, TX. 78539-4444
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11-12 BLK 362

PROP. ID. 165982
PADILLA-GONZALEZ JOSE DE JESUS
304 W SAMANO ST
EDINBURG, TX. 78539-4447
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 5-6 BLK 388 & 30' ABND ST EAST OF LOT 6

PROP. ID. 165676
PALACIOS JENA
310 W FAY ST
EDINBURG, TX. 78539-4300
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 4 & W 1/2 OF 5 BLK 344

PROP. ID. 165753
PRADO ROBERT & ELDA
616 SOUTH 8TH AVE
EDINBURG, TX. 78539
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT S 1/2 OF 1-2 BLK 361

PROP. ID. 165684
RAMIREZ GILBERT R & ANGELICA G
10124 N GLASSCOCK RD
MISSION, TX. 78573-5910
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 12 BLK 344 & A STRIP OF LAND 10'X142'
LYING ADJ TO THE W LINE - LOT 12

PROP. ID. 165758
REYNA SYLVIA TRUSTEE
3511 SANDIE LN
EDINBURG, TX. 78542-3708
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 361

PROP. ID. 165767
RODRIGUEZ PEDRO JR
211 W SAMANO ST

EDINBURG, TX. 78539-4444
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 10 BLK 362

PROP. ID. 165746
SCHMIDT MARCELO & DAFNE
7009 WAYNE AVE
LUBBOCK, TX. 79424
LEGAL: EDINBURG ORIGINAL TOWNSITE ALL OF LOT 7 & STRIP 12'X142' E OF LOT 7 BLK 360

PROP. ID. 165680
SMITH KARLEEN
305 W CHAMPION ST
EDINBURG, TX. 78539-4432
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 8 BLK 344

PROP. ID. 165760
SMITH THOMAS H & CYNTHIA
221 W CHAMPION ST
EDINBURG, TX. 78539-4430
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 11-12 BLK 361

PROP. ID. 165673
SMITH TOM H JR
221 W CHAMPION ST
EDINBURG, TX. 78539-4430
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 12 BLK 343

PROP. ID. 165752
TORRES JOSE JR & ROSA
602 S 8TH AVE
EDINBURG, TX. 78539-4462
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT N 1/2 OF 1-2 BLK 361

PROP. ID. 165671
TORRES SAUL JR & CHRSTINA Y
1107 E ELLER AVE
PHARR, TX. 78577-3309
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 343

PROP. ID. 165671
TORRES SAUL JR & CHRSTINA Y
1107 E ELLER AVE
PHARR, TX. 78577-3309
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 9 BLK 343

PROP. ID. 165763
VALLEY E.M.S. INC
PO BOX 3294
EDINBURG, TX. 78540-3294
LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 4-5-6 BLK 362

PROP. ID. 165972

VAN GRAUPEN EDWARD G & EVANGELINA E

214 W SAMANO ST

EDINBURG, TX. 78539-4445

LEGAL: EDINBURG ORIGINAL TOWNSITE LOT 2 & W. 15' OF 3 BLK 387

THE CITY OF EDINBURG

NOTIFICATION

Dear Property Owner:

A public hearing will be held on Tuesday, June 14, 2016 at 4:00 p.m. in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will consider the following:

THE REZONING REQUEST FROM NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, BEING THE SOUTH 94.5 FEET OF LOTS 5 AND 6, BLOCK 361, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 609 S. 9TH AVE, REQUESTED BY SARA McFARLAND.

This request is scheduled to be heard by the City Council on Tuesday, July 5, 2016 at 6:00 p.m. As adjacent property owner you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input. Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

You may return your response by one of the following:

- MAIL- P. O. Box 1079 Edinburg, Texas 78540
- FAX- (956) 292-2080 by Tuesday, June 14, 2016
- EMAIL- dgonzalez@cityofedinburg.com

Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

☒ In Favor/A Favor

☐ Against/En Contra

☐ No Comments/No Comentario

Comments: _____

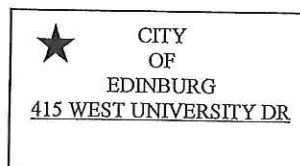
Print Name: ORA D. ARNDT Phone No.: 534-6817

Address: 220 W Champion City: Edinburg State: TX Zip: 78539 443

NOTIFICACION

Si Tiene preguntas o necesita mas información sobre esta aplicación, o el lugar de la audiencia, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



CHENDO'S

8th Ave.

University Dr. (S.H.107)

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE NEIGHBORHOOD CONSERVATION 7.1 (NC 7.1) RESIDENTIAL DISTRICT TO URBAN RESIDENTIAL (UR) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING THE SOUTH 94.5 FEET OF LOTS 5 AND 6, BLOCK 361, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 609 SOUTH 9TH AVENUE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Neighborhood Conservation 7.1 (NC 7.1) Residential District and the Urban Residential (UR) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007. Such proposed amendment is to change the zoning of the south 94.5 feet of Lots 5 and 6, Block 361, located at 609 South 9th Avenue, Edinburg, Hidalgo County, Texas, from Neighborhood Conservation 7.1 (NC 7.1) District to Urban Residential (UR) District, for a recommendation and report by said Planning and Zoning Commission; and,

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on July 12, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and,

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property from one district to the other; and,

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on August 3, 2016 at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and,

WHEREAS, having held said public hearing it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Neighborhood Conservation 7.1 (NC 7.1) Residential District to Urban Residential (UR) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Neighborhood Conservation 7.1 (NC 7.1) District and adding it to the Urban Residential (UR) District.

SECTION III. That this Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Edinburg, Texas, relating to zoning of said City, specifically the Unified Development Code of the City of Edinburg, Texas its amendments and supplements and shall not operate to repeal any such ordinance or ordinances except insofar as the provisions of such ordinance or ordinances are inconsistent or in conflict with the provisions of this Ordinance, in which instance or instances, such provisions shall be and are hereby repealed; and that said property herein above described and herein zoned is hereby made subject to the definition of said District contained in said Unified Development Code and its amendments and supplements and to all other provisions of said Unified Development Code pertinent to the appropriate districts within the City of Edinburg, Texas, and that all other provisions of the above-described Ordinance shall remain in full force and effect.

SECTION IV. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION VI. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VII. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VIII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C,

By: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Agriculture (AG) District to Commercial General (CG) District, Being 6.0 Acres Out of Lots 32 & 33, South Texas Development Co. Subdivision, Located Approximately 0.8 Miles East of Interstate 69C along El Cibolo Road, as Requested by PERMAPAC. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is proposing to develop General Commercial uses on the property located approximately 0.8 miles East of Interstate 69C along El Cibolo Road, being 6.0 acres out of lots 32 & 33, South Texas Development Co. Subdivision. The approval of the rezoning request will allow General Commercial uses on the subject property.

The property is currently zoned Agriculture (AG) District and is vacant. The site has ample space for the applicants proposed use, the site is fronting the El Cibolo Road. The surrounding zoning in the area is Agriculture (AG) District to the North, South, East, and West.

The Gateway Plan the City's Comprehensive Plan for future land use development does not address this property as it was recently annexed March 2015. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to five (5) neighboring property owners and received no comments in favor of or against this request at the time of this report.

The Planning & Zoning Commission recommended with a vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn a unanimous vote by the Planning & Zoning Commission.

RECOMMENDATION:

Staff recommends approval of the Rezoning Request from Agriculture (AG) District to Commercial General (CG) District, being 6.0 acres out of lots 32 & 33, South Texas Development Co. Subdivision. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 07/12/16
CITY COUNCIL – 08/02/16
DATE PREPARED – 07/06/16

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Rezoning Request from Agriculture (AG) District to Commercial General (CG) District
<u>APPLICANT:</u>	PERMAPAC
<u>AGENT:</u>	REGG Engineering & Surveying
<u>LEGAL:</u>	Being 6.0 acres out of lots 32 & 33, South Texas Development Co. Subdivision
<u>LOCATION:</u>	located approximately 0.8 mile East of Interstate 69C along El Cibolo Road
<u>LOT/TRACT SIZE:</u>	6.0 acres
<u>CURRENT USE OF PROPERTY:</u>	Vacant
<u>PROPOSED USE OF PROPERTY:</u>	Shipping & Transportation
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North – Agriculture (AG) District South – Agriculture (AG) District East – Agriculture (AG) District West – Agriculture (AG) District
<u>LAND USE PLAN DESIGNATION:</u>	None
<u>ACCESS AND CIRCULATION:</u>	This property has primary access onto El Cibolo Rd.
<u>PUBLIC SERVICES:</u>	Public utilities are available, sewer availability is OSSF (septic tanks).
<u>RECOMMENDATION:</u>	Staff recommends approval of the Rezoning Request. A comprehensive evaluation is on the following page(s)

REZONING REQUEST PERMAPAC

EVALUATION

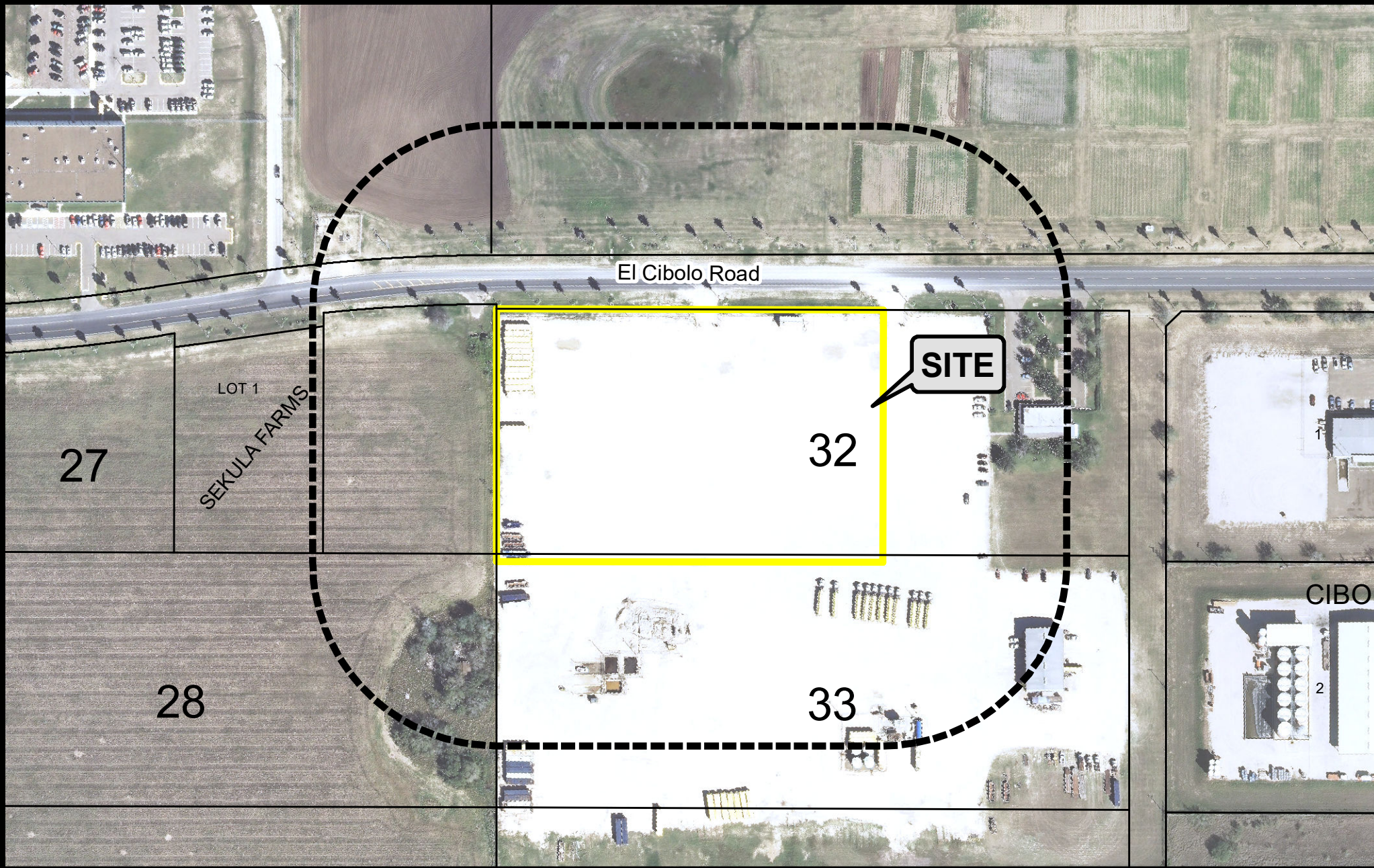
The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is not available
2. The land uses in this area of the community consists of a mixture of Agriculture as well as commercial uses.
3. The applicant has the property currently not being used.
4. The property is currently zoned Agricultural (AG) District and is occupied by a mobile office. The site has ample space for the applicants proposed use, the site is fronting El Cibolo Road.
5. The current location would need modification in order to meet city requirements for a commercial development.
6. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to five (5) neighboring property owners and received no comments in favor or against this request.



In reviewing the request, the Commission, may consider factors such as established land use pattern of an area, change of conditions, impact to neighboring properties, comprehensiveness, and reasonableness of the request.

Staff recommends approval of the Rezoning Request from Agriculture (AG) District to Commercial General (CG) District. If approved, the applicant will need to comply with all requirements during the permitting process including but not limited to widening of existing driveway to accommodate vehicle access, compliance with building and fire codes, fire protection, parking, landscape bufferyards, solid waste services, utility and any other City requirements, as applicable.

ATTACHMENTS: Aerial Photo
Zoning Map
Photo of site
Site Map
Survey
List of neighboring property owners receiving notice

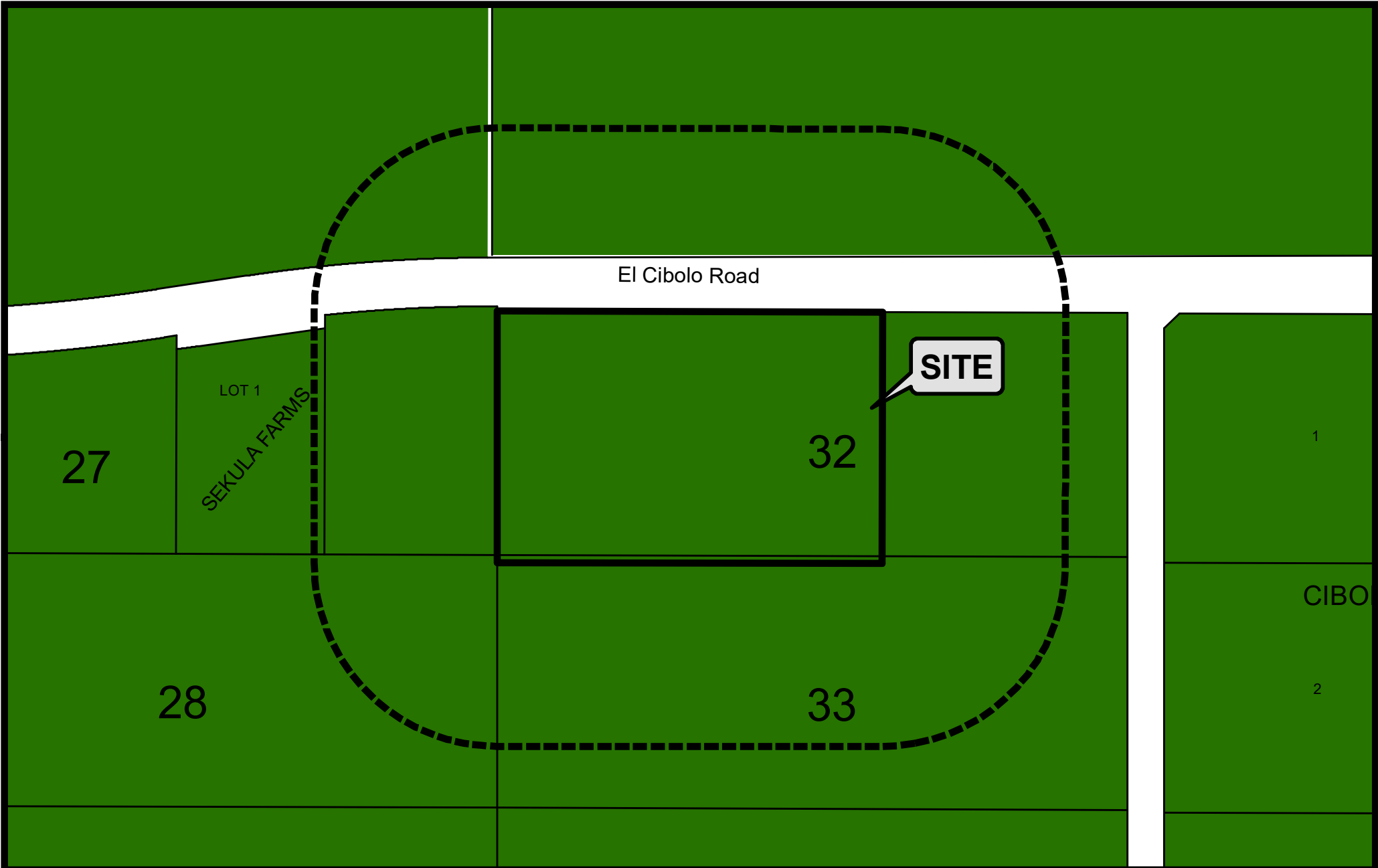


Legend

-  PERMAPAC
-  300' Notification

AERIAL PHOTO
PERMAPAC





Legend



PERMAPAC

300' Notification

Agriculture

Auto-Urban Residential

Business Park

Commercial, General

Commercial, Neighborhood

Downtown District

Industrial

Neighborhood Conservation 5

Neighborhood Conservation 7.1

Neighborhood Conservation MH

Suburban Residential

Urban Center

Urban Residential

Urban University

THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING 6.0 ACRES OUT OF LOTS 32 & 33, SOUTH TEXAS DEVELOPMENT CO. SUBDIVISION, LOCATED APPROXIMATELY 0.8 MILE EAST OF INTERSTATE 69C ALONG EL CIBOLO ROAD, AS REQUESTED BY PERMAPAC.



THE CITY OF
DINBURG

Page 108

Interstate 69

Penzoil Loop

W Cibolo Road

El Cibolo Road

Vicksburg Drive

SITE

Adams Avenue

Jefferson Avenue

1st Avenue

Wilson Avenue

Becky Lane

Legend

- PERMAPAC
- City Limits

PERMAPAC





IN MEMORY OF MONICA SUBDIVISION

STATE OF TEXAS
DOC# 314714 O.R.H.C.

NORTH
RIGHT-OF-WAY
LINE

NORTHEAST CRN LOT 27
NORTHWEST CRN LOT 32

P.O.C.

89° 57' 00" W 17.50'

UNBUILT
SECTION

CIBOLO ROAD

SOUTH
RIGHT-OF-WAY
LINE

S81° 03' 00" E 513.12'

CRN 1-1466
SUBMIT TO KANSAS
VIA 200 PG 573
S.M.C.

P.O.B.

10.00'
L.S.

10.00'
L.S.

1077 VOL. 9 PG. 44
H.C.M.C.

N8° 57' 00" E 412.66'

89° 57' 00" W 418.00'

BROOKS WELL SERVICING
DOC# 1077466 O.R.H.C.

LOT 1
261,364.88 SQ FT
6.00 ACRES

SOUTHEAST CRN LOT 27
SOUTHWEST CRN LOT 32
NORTHEAST CRN LOT 28
NORTHWEST CRN LOT 33

LOT 27
LOT 28

LOT 32
LOT 33

N81° 03' 00" W 630.00'

BROOKS WELL SERVICING
DOC# 1077466 O.R.H.C.

LOCATION MAP SCALE: 1" = 1000'

METES AND BOUNDS DESCRIPTION

[illegible][illegible]

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 46.02(1)(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES SHOWN ARE ADEQUATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ADOPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

PAUL C. BISH, P.E. C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

7. JESUS SAENZ, CHAIRMAN OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR PLAT KNOWN AS 14. IN MEMORY OF MONICA SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS DATE OF 04/27/2016 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

CHAIRMAN OF PLANNING AND ZONING DEPARTMENT

STATE OF TEXAS - COUNTY OF HIDALGO

IVAN GARCIA P.E. R.P.S. DATE
REG. PROFESSIONAL ENGINEER NO. 115002

STATE OF TEXAS - COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAN IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY OF THE PROPERTY DESCRIBED HEREON. I HAVE BEEN ADVISED THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF INTERESTS. THERE ARE NO UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAN, AND THAT THE BORNED MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF McALLEN AND HIDALGO COUNTY, TEXAS.

PAUL E. GARCIA DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4204

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

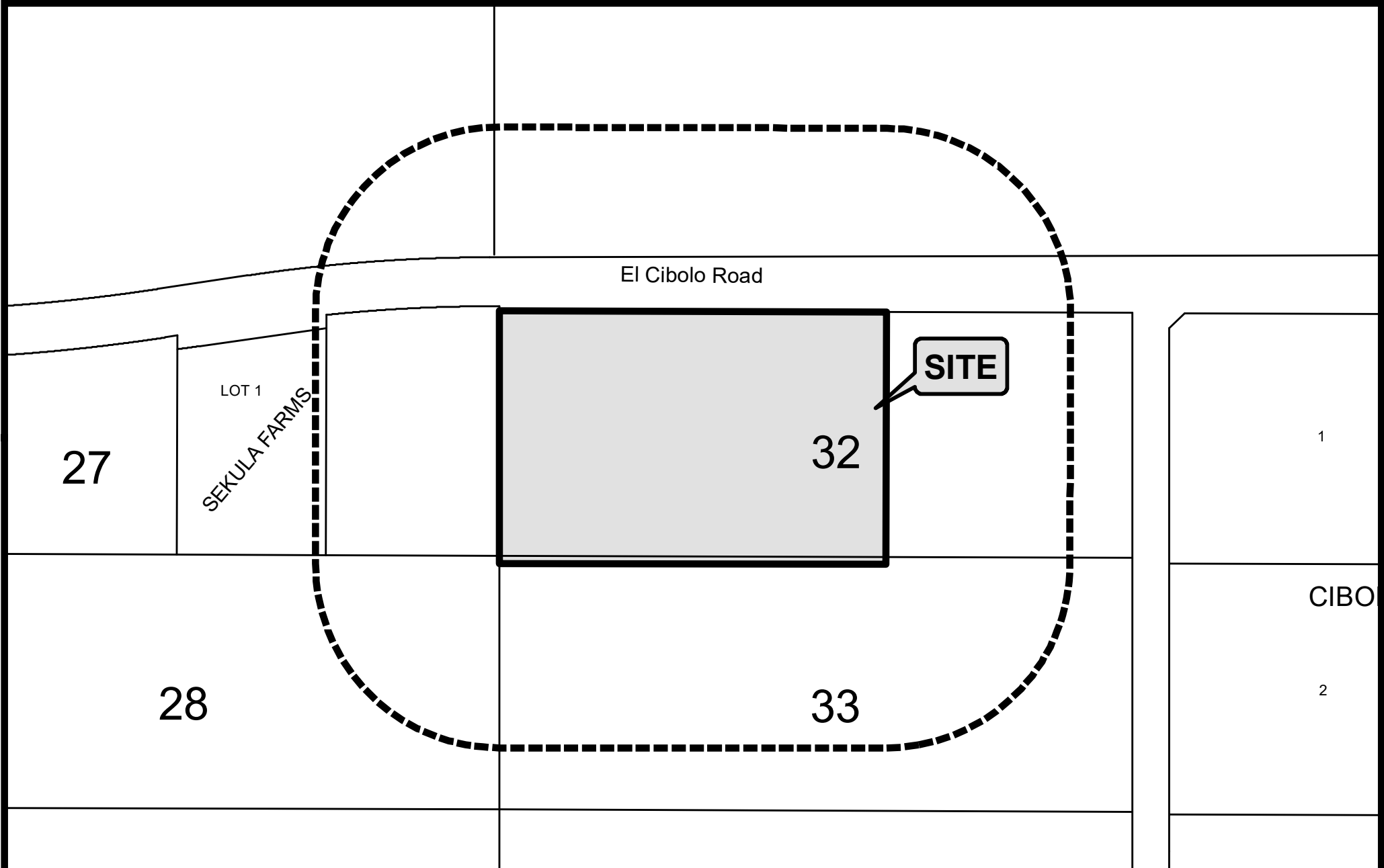
ON: _____ AT _____ A.M./P.M.
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

REGG ENGINEERING & SURVEYING
CIVIL ENGINEERING • LAND SURVEYING • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM NO. 17-7791
TEXAS LICENSED SURVEYING FIRM NO. 10194214
991 S. 10th Street, Suite 606 • Dallas, Texas 75216 • (214) 566-5081
300 N. DeSoto St. • Grand Prairie, Texas 75850 • (972) 263-1044 • (972) 263-1112
reggengineering@yahoo.com

THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
IVAN GARCIA,
P.E. 115562 ON
JUNE, 2016
IT IS NOT TO BE
USED FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES.

PLAT SHEET
IN MEMORY OF MONICA SUBDIVISION
EDINBURG, TEXAS
HIDALGO COUNTY

DATE ISSUED:	IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:	RAUL F. GARCIA P.E. R.P.L.S.
DRAWN BY:	IVAN GARCIA P.E. R.P.L.S.
CHECKED BY:	OSCAR CORDOBA III
SCALE:	1"=50'
DATE:	JUNE, 2016
PROJECT:	2016-02350
REVISIONS:	REVISIONS
PAGE NO.	1 OF 1



Legend



PERMAPAC

300' Notification

THE REZONING REQUEST FROM AGRICULTURE (AG)
DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT,
BEING 6.0 ACRES OUT OF LOTS 32 & 33, SOUTH TEXAS
DEVELOPMENT CO. SUBDIVISION, LOCATED
APPROXIMATELY 0.8 MILE EAST OF INTERSTATE 69C
ALONG EL CIBOLO ROAD, AS REQUESTED BY PERMAPAC.



THE CITY OF
DINBURG

**THE REZONING REQUEST FROM AGRICULTURE (AG) DISTRICT TO
COMMERCIAL GENERAL (CG) DISTRICT, BEING 6.0 ACRES OUT OF LOTS 32 &
33, SOUTH TEXAS DEVELOPMENT CO. SUBDIVISION, LOCATED
APPROXIMATELY 0.8 MILE EAST OF INTERSTATE 69C ALONG EL CIBOLO
ROAD, AS REQUESTED BY PERMAPAC.**

PROP. ID. 558815
BROOKS WELL SERVICING INC
ATTN TAX DEPARTMENT
1301 MCKINNEY ST STE 1800
HOUSTON, TX. 77010-3057
LEGAL: SOUTH TEXAS DEVELOPMENT CO. BNG ALL LOTS 32 & 33 & AN IRR TR N414.17'
LOT 34 & AN IRR TR N229.08' LOT 35 & ABND R/R 29.64AC GR 29.07AC NET

PROP. ID. 287791
SEKULA FRANK
26151 N FM 681
EDINBURG, TX. 78541-6124
LEGAL: SOUTH TEXAS DEVELOPMENT CO. ANN IRR TR N606.76'- E284.20' LOTS 27 & 28
ALL LOTS 63-66 & LOT 73 EXC AN IRR TR N489.40'

PROP. ID. 287792
SEKULA MARIA
25963 N FM 681
EDINBURG, TX. 78541-6123
LEGAL: SOUTH TEXAS DEVELOPMENT CO. A/K/A TR 3 LT 28 EXC S105'- E282.87'; ALL LTS
29-31 INCD 100' ABND R/R 39.50 AC NET

PROP. ID. 120109
STATE OF TEXAS
TEXAS DEPT OF CRIMINAL JUSTICE
PO BOX 99
HUNTSVILLE, TX. 77342-0099
LEGAL: BAKER BLK 17 18 E325.35'-BLKS 19 130.44AC

PROP. ID. 730134
UNITED COLONIAL GROUP LLC
121 N 10TH ST STE 1
MCALLEN, TX. 78501-4689
LEGAL: SEKULA FARMS LOT 1

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AGRICULTURE (AG) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 6.0 ACRE OUT OF LOTS 32 AND 33, SOUTH TEXAS DEVELOPMENT CO. SUBDIVISION, LOCATED APPROXIMATELY 0.8 MILES EAST OF INTERSTATE 69C ALONG EL CIBOLO ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture (AG) District and the Commercial General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August 2007, Such proposed amendment is to change the zoning of a 6.0 acre tract of land out of Lots 32 and 33, South Texas Development Co. Subdivision, Located approximately 0.8 miles East of Interstate 69C along El Cibolo Road, Edinburg, Hidalgo County, Texas, from Agriculture (AG) District to Commercial General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing held before said Planning and Zoning Commission, on July 12, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code of a public hearing to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on August 3, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the Code of Ordinances of the City of Edinburg and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture (AG) District to Commercial General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture (AG) District and added to the Commercial General (CG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/rlg-ordinances/PERMPAC-ag to cg-8-3-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Hold Public Hearing and Consider Ordinance Providing for the Rezoning Request from Auto-Urban Residential (AU) District to Commercial General (CG) District, Being a 0.41 Acre Tract of Land Out of Lot 2, Section 275, Texas-Mexican Railway Company Survey, Located at 1200 S. McColl Road, as Requested by Leo Villarreal. **(Requires a 4/5 vote by City Council to overturn Planning & Zoning Commission Action.)** [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is proposing to develop General Commercial uses on the property Located at 1200 S. McColl Road, being a 0.41 acre tract of land out of Lot 2, Section 275, Texas-Mexican Railway Company Survey. The City's Comprehensive Plan designation for this property is Commercial General. The approval of the rezoning request will allow General Commercial uses on the subject property.

The property is currently zoned Auto-Urban Residential (AU) District and is currently vacant. The site has ample space for the applicant's proposed use. The site fronts a high traffic street and is located near a commercial area. The surrounding zoning in the area is Auto-Urban Residential (AU) District to the North and East, and Commercial General (CG) District South and West.

The request does comply with the Comprehensive Plan designation for the area. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to fifteen (15) neighboring property owners and received no comments in favor of or against this request.

The Planning & Zoning Commission recommended with a vote of 5-0 to approve the Rezoning Request. A 4/5 vote is required by the City Council to overturn a unanimous vote by the Planning & Zoning Commission.

RECOMMENDATION:

Staff recommends Approval of Ordinance Providing for the Rezoning Request from Auto-Urban Residential (AU) District to Commercial General (CG) District, being a 0.41 acre tract of land out of Lot 2, Section 275, Texas-Mexican Railway Company Survey, Located at 1200 s. McColl Road. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building and fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and any other City requirements, as applicable.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 07/12/16
CITY COUNCIL – 08/02/16
DATE PREPARED – 06/16/16

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Rezoning Request from Auto-Urban Residential (AU) District to Commercial General (CG) District.
<u>APPLICANT:</u>	Mr. Leo Villareal
<u>AGENT:</u>	N/A
<u>LEGAL:</u>	being a 0.41 acre tract Of land out of Lot 2
<u>LOCATION:</u>	1200 s. McColl ROAD
<u>LOT/TRACT SIZE:</u>	0.41 acres
<u>CURRENT USE OF PROPERTY:</u>	Vacant
<u>PROPOSED USE OF PROPERTY:</u>	Commercial Suits
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North – Auto-Urban Residential (AU) District South – Commercial General (CG) District East – Auto-Urban Residential (AU) District West – Commercial General (CG) District
<u>LAND USE PLAN DESIGNATION:</u>	Urban University
<u>ACCESS AND CIRCULATION:</u>	This property has primary access onto McColl Road.
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the Rezoning Request from Auto-Urban Residential (AU) District to Commercial General (CG) District.

**REZONING REQUEST
LEO VILLAREAL**

EVALUATION

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Commercial General
2. The land uses in this area of the community consists of a mixture of Auto-Urban Residential as well as commercial uses.
3. The applicant is proposing to establish commercial suites.
4. The property is currently zoned Auto-Urban Residential (AU) District and is occupied by vacant land. The site has ample space for the applicants proposed use, the site fronts a high traffic street and is located near a commercial area.
5. The current location would need modification in order to meet city requirements for a commercial development.
6. Staff mailed a notice of the public hearing before the Planning & Zoning Commission to fifteen (15) neighboring property owners and received no comments in favor or against this request.

Staff recommends approval of the Rezoning Request from Auto-Urban Residential (AU) District to Commercial General (CG) District. If approved, the applicant will need to comply with all requirements during the permitting process including but not limited to widening of existing driveway to accommodate vehicle access, compliance with building and fire codes, fire protection, parking, landscape bufferyards, solid waste services, utility and any other City requirements, as applicable.

ATTACHMENTS: Aerial Photo
Zoning Map
Future Land Use Map
Photo of site
Site Map
Site Plan
Survey
List of neighboring property owners receiving notice



Legend

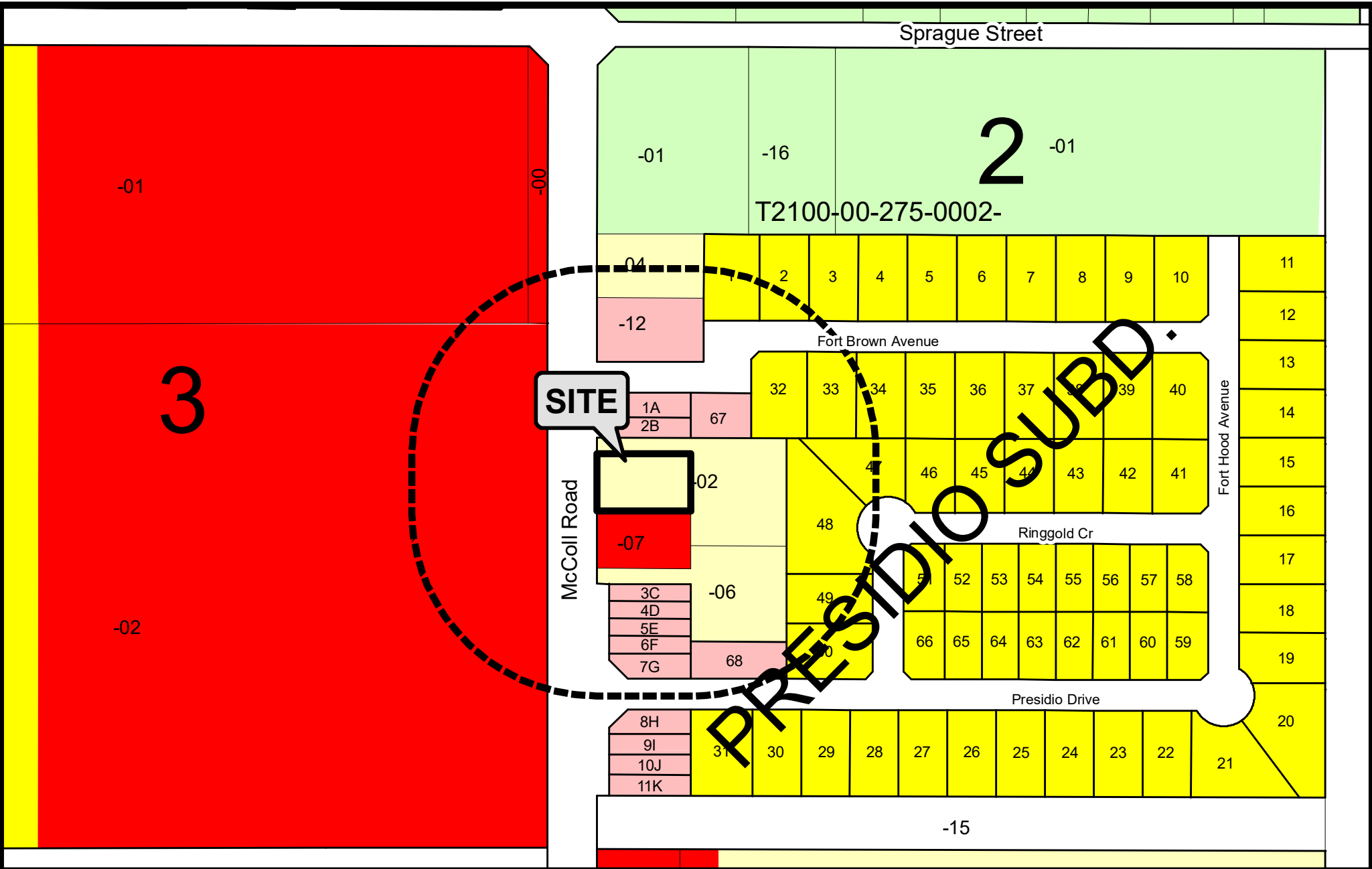


Leo Villareal
300' Notification

**AERIAL PHOTO
LEO VILLAREAL**



THE CITY OF
DINBURG

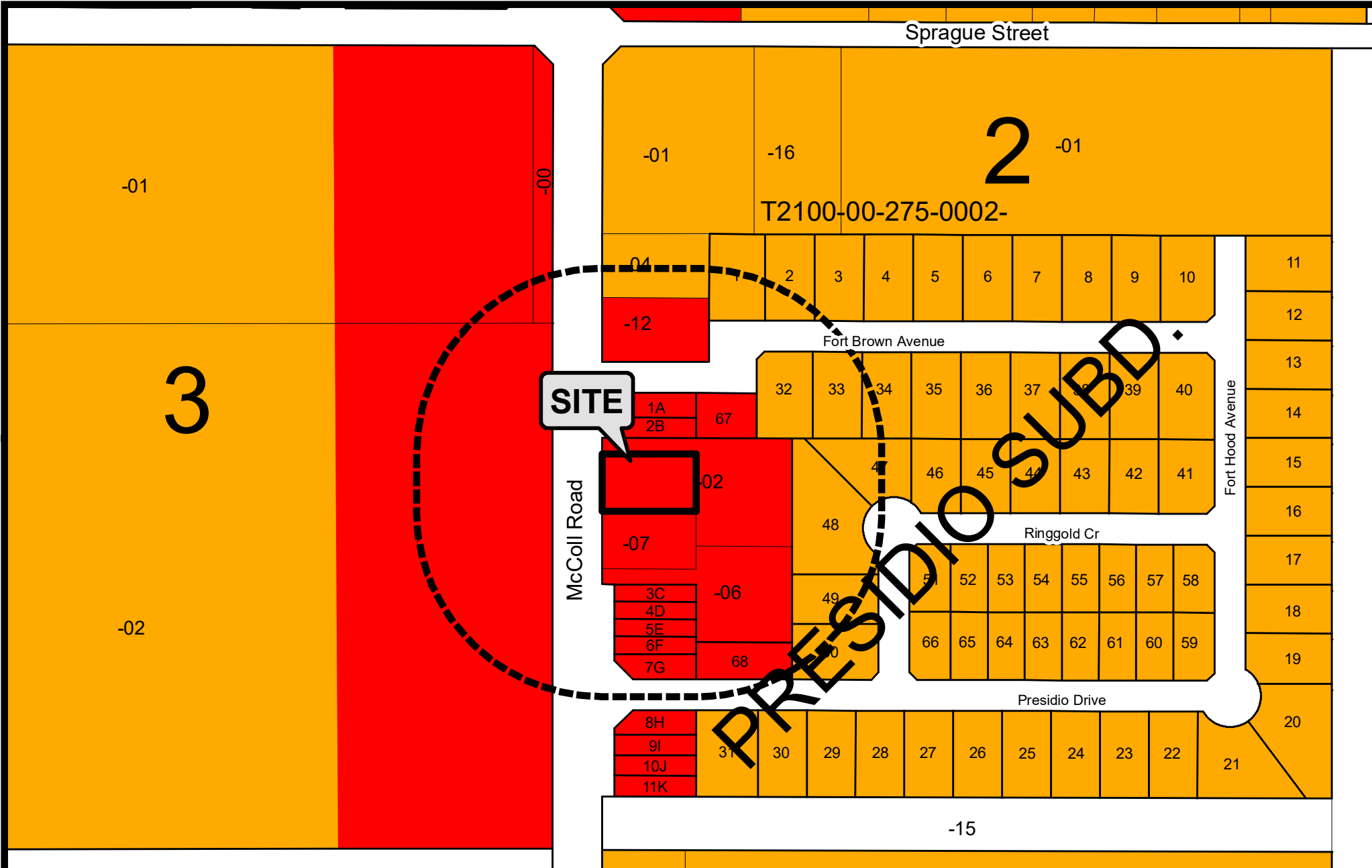


Legend

	Leo Villareal		Commercial, General		Neighborhood Conservation 7.1
	300' Notification		Commercial, Neighborhood		Neighborhood Conservation MH
	Agriculture		Downtown District		Suburban Residential
	Auto-Urban Residential		Industrial		Urban Center
	Business Park		Neighborhood Conservation 5		Urban Residential
					Urban University

THE REZONING REQUEST FROM AUTO-URBAN RESIDENTIAL (AU) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING A 0.41 ACRE TRACT OF LAND OUT OF LOT 2, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED 1200 S. MCCOLL ROAD, AS REQUESTED BY LEO VILLAREAL.





Legend

FUTURE LAND USE



Leo Villareal

300' Notification



General Commercial



Industrial



Auto-Urban



Mobile Home

Neighborhood Commercial



Office Business Park



Suburban



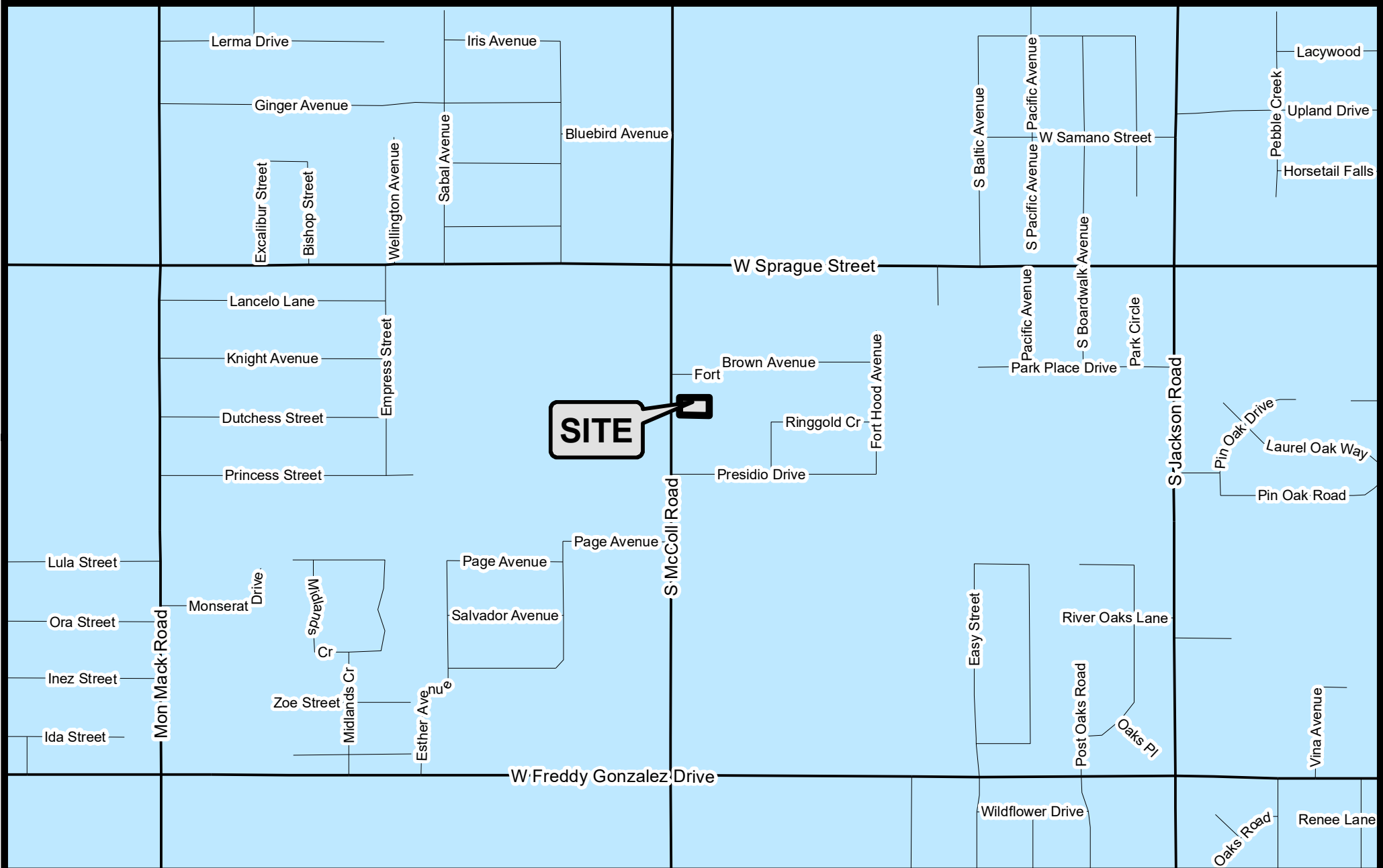
Urban



Urban University

LEO VILLAREAL





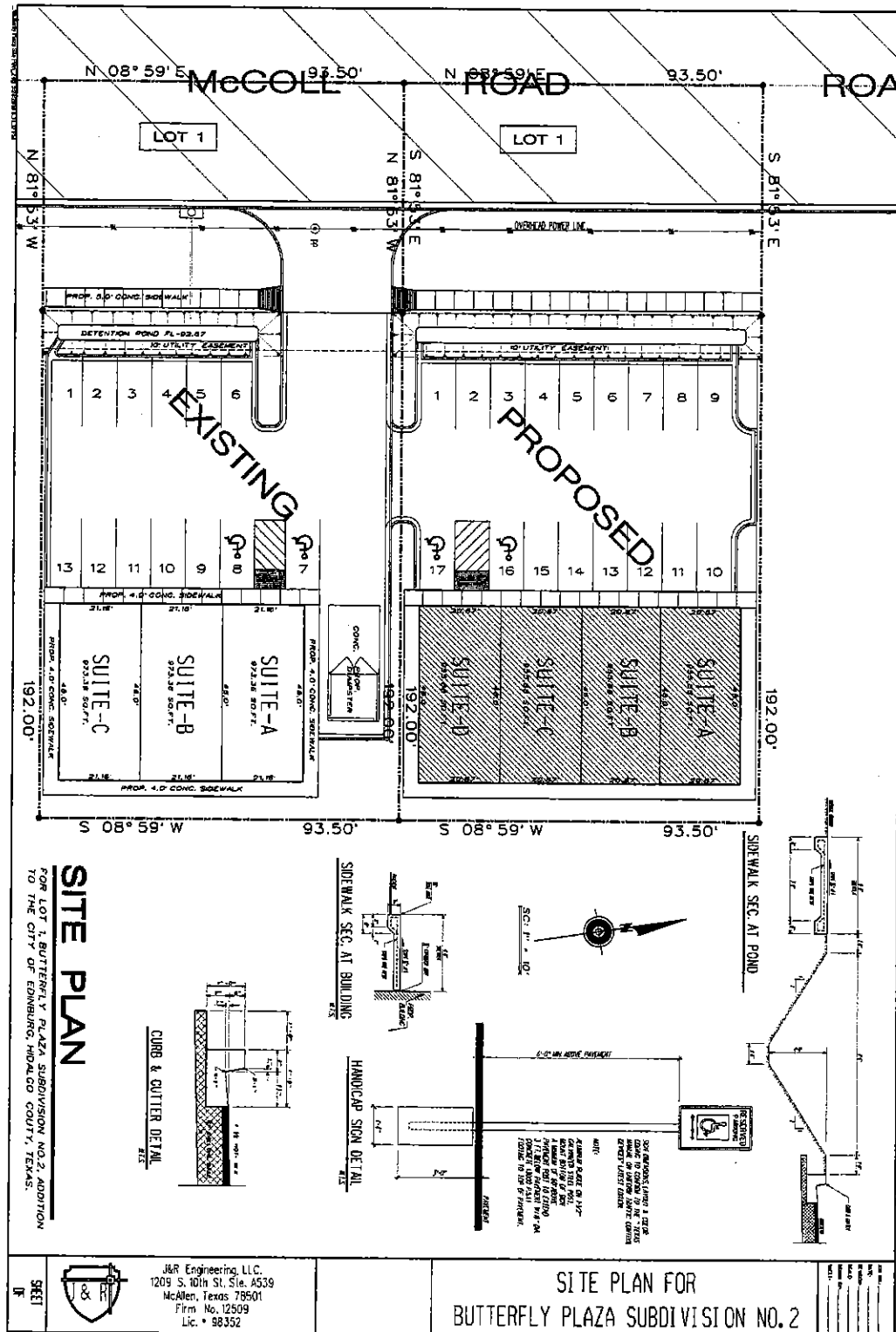
Legend

-  Leo Villareal
-  City Limits

LEO VILLAREAL



THE CITY OF
DINBURG

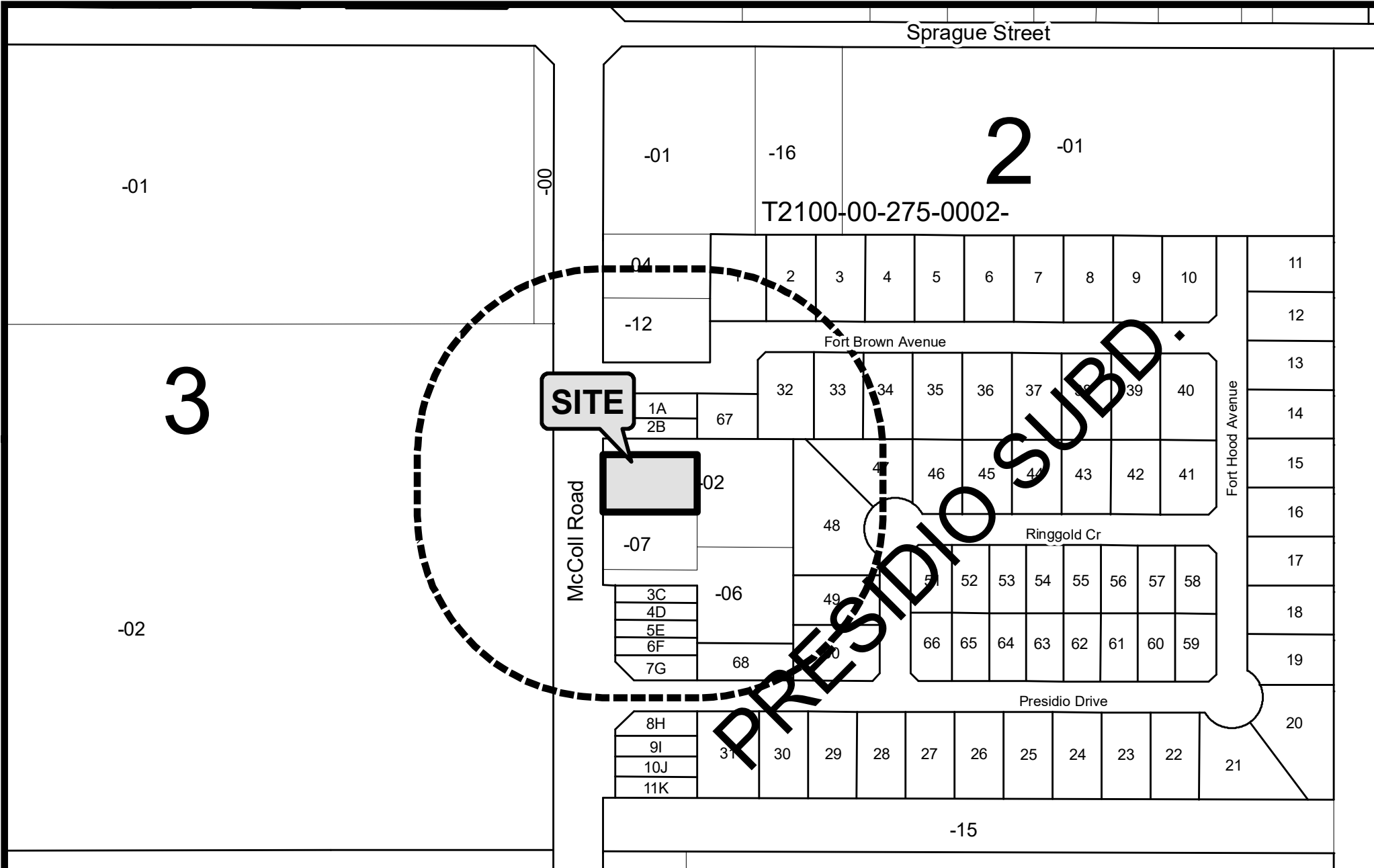


SITE PLAN FOR LOT 1, BUTTERFLY PLAZA SUBDIVISION NO. 2, ADDITION TO THE CITY OF EDINBURG, HIOALCO COUNTY, TEXAS.





J&R Engineering, LLC
1209 S. 10th St. Ste. A539
McAllen, Texas 78501
Firm No. 12509
Lic. # 98352

SITE PLAN FOR
BUTTERFLY PLAZA SUBDIVISION NO. 2



Legend

-  Leo Villareal
-  300' Notification

THE REZONING REQUEST FROM AUTO-URBAN RESIDENTIAL (AU) DISTRICT TO COMMERCIAL GENERAL (CG) DISTRICT, BEING A 0.41 ACRE TRACT OF LAND OUT OF LOT 2, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED 1200 S. MCCOLL ROAD, AS REQUESTED BY LEO VILLAREAL.



**THE REZONING REQUEST FROM AUTO-URBAN RESIDENTIAL (AU) DISTRICT TO
COMMERCIAL GENERAL (CG) DISTRICT, BEING A 0.41 ACRE TRACT OF LAND
OUT OF LOT 2, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY SURVEY,
LOCATED 1200 S. MCCOLL ROAD, AS REQUESTED BY LEO VILLAREAL.**

PROP. ID. 297241
BROGAN WILLIAM J
1102 S MCCOLL RD
EDINBURG, TX. 78539-2922
LEGAL: TEX-MEX SURVEY W192'-N25'-S448' & E155'-W347'-N155' S485' LOT 2 SEC 275 0.66GR
0.64AC NET

PROP. ID. 618635
ESTRELLADO JOHNNY F & MARIA VICTORIA D FAMILY LIMITED PARTNERSHIP
2113 LA CONDESA
EDINBURG, TX. 78539
LEGAL: PRESIDIO LOT 49

PROP. ID. 297239
GUERRA ASENETTE
627 SANTA ANA AVE
EDINBURG, TX. 78541-7251
LEGAL: TEX-MEX SURVEY W213'-S103.50'-N433.5' LOT 2 SEC 275 0.51AC GR 0.41AC NET

PROP. ID. 618576
GUTIERREZ ANTHONY & MARIA
DBA KID'S LEARNING CENTER AND DAYCARE
1104 S MCCOLL RD
EDINBURG, TX. 78539-2922
LEGAL: PRESIDIO LOT 4D

PROP. ID. 618633
HINOJOSA DELIA
200 E YUMA AVE APT 32
MCALLEN, TX. 78503-1236
LEGAL: PRESIDIO LOT 47

PROP. ID. 618588
JONES STEPHEN & JUDITH
2312 RED RIVER DR
MISSION, TX. 78572-7454
LEGAL: PRESIDIO E75.4' LOT 2

PROP. ID. 297247
K & Z DEVELOPERS LTD
824 E HACKBERRY AVE STE 110
MCALLEN, TX. 78501-6788
LEGAL: TEX-MEX SURVEY N470' EXC NE0.75AC LOT 3 BLK 275 13.48AC GR 12.46AC NET

PROP. ID. 297237
MAC-LEO HOMES INC
PO BOX 3332
EDINBURG, TX. 78540-3332
LEGAL: TEX-MEX SURVEY W192'-N118.5'-S660' & E155'- W347'-N175'-S660' LOT 2 SEC 275
1.14AC GR 1.03AC NET

PROP. ID. 297242
MCCOLL SUITES LLC
PO BOX 3332
EDINBURG, TX. 78540
LEGAL: TEX-MEX SURVEY W192'-N93.5'-S541.5' LOT 2 SEC 275 0.41AC GR 0.32AC NET

PROP. ID. 618579
MORA FRANK & ROSA MORA
2604 SAN LORENZO
MISSION, TX. 78572
LEGAL: PRESIDIO LOT 7G

PROP. ID. 618654
NEIGHBORHOOD CONCEPTS L C
916 S MCCOLL RD
EDINBURG, TX. 78539-8304
LEGAL: PRESIDIO LOT 68 COMMON AREA

PROP. ID. 618653
NEIGHBORHOOD CONCEPTS L C
916 S MCCOLL RD
EDINBURG, TX. 78539-8304
LEGAL: PRESIDIO LOT 67 COMMON AREA

PROP. ID. 618574
V A V LC
916 S MCCOLL RD
EDINBURG, TX. 78539-8304
LEGAL: PRESIDIO LOT 2B

PROP. ID. 618620
VALDES JOSE LUIS Y & OLGA U ALANIS
1017 S 1ST ST
MCALLEN, TX. 78501-1108
LEGAL: PRESIDIO LOT 34

PROP. ID. 618589
VALDEZ RUBEN & CRISELDA
2719 FORT BROWN AVE APT 2
EDINBURG, TX. 78539-3317
LEGAL: PRESIDIO LOT 3

PROP. ID. 618636
VELEZ JUAN CARLOS
PO BOX 6569
MCALLEN, TX. 78502-6569
LEGAL: PRESIDIO LOT 50

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF THE AUTO-URBAN RESIDENTIAL (AU) DISTRICT TO COMMERCIAL GENERAL (CG), AS SET OUT IN THE UNIFIED DEVELOPMENT CODE OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BY CHANGING A 0.41 ACRE TRACT OF LAND OUT OF LOT 2, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, LOCATED AT 1200 SOUTH MCCOLL ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (2) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Auto-Urban Residential (AU) District and the Commercial General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 7th day of August, 2007. Such proposed amendment is to change the zoning of a 0.41 acre tract of land out of Lot 2, Section 275, Texas-Mexican Railway Company Survey, Located at 1200 S. McColl Road, Edinburg, Hidalgo County, Texas, from Auto-Urban Residential (AU) District to Commercial General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on July 12, 2016, at 4:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on August 3, 2016, at 6:00 p.m., in the Edinburg City Hall, City Council Chambers, located at 415 West University Dr., Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Auto-Urban Residential (AU) District to Commercial General (CG) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said, Auto-Urban Residential (AU) District and include it within the Commercial General (CG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

BY: _____
City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On Premise Consumption of Alcoholic Beverages for Late Hours, Being Lot 1, QUBE Hotel Group Subd., Located at 502 W. Trenton, as Requested by QUBE RGV Properties L.P. [Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is requesting the City's approval for a hotel to be able to sell alcoholic beverages at 502 W. Trenton Road, Being Lot 1, QUBE Hotel Group Subdivision. The hours of operation will be Monday thru Sunday from 2 p.m. to 2 a.m.

The property is currently zoned Commercial General (CG) District and the surrounding zoning is Commercial General (CG) District to East, West, North and Urban Residential (UR) District to the South. The applicant is requesting this special use permit to sell alcohol at the aforementioned location.

Staff mailed a notice of the Public Hearing before the Planning & Zoning Commission Meeting to six (6) neighboring residents and received no comments in favor or against this request at the time of this report.

RECOMMENDATION:

Staff is recommending approval of the Special Use Permit. The location where the applicant proposes the business is a commercial property and this type of use is allowed within the district.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 07/12/16
CITY COUNCIL – 08/02/16
DATE PREPARED – 07/6/16

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Special Use Permit for the On Premise Consumption of Alcoholic Beverages for Late Hours
<u>APPLICANT:</u>	QUBE RGV Properties L.P.
<u>AGENT:</u>	N/A
<u>LEGAL:</u>	Lot 1, QUBE Hotel Group Subdivision
<u>LOCATION:</u>	502 W. Trenton Rd.
<u>LOT/TRACT SIZE:</u>	2.4 acres
<u>CURRENT USE OF PROPERTY:</u>	Hotel under construction
<u>PROPOSED USE OF PROPERTY:</u>	Hotel
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North - Commercial General (CG) District South - Urban Residential (UR) District East - Commercial General (CG) District West - Commercial General (CG) District
<u>LAND USE PLAN DESIGNATION:</u>	General Commercial Uses
<u>ACCESS AND CIRCULATION:</u>	This property has access to Trenton Road, a four (4) lane divided highway.
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the special use permit for late hours. A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT
QUBE RGV PROPERTIES L.P.**

EVALUATION

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is General Commercial District.
2. The surrounding land uses consist of commercial land uses, and urban residential uses.
3. The proposed days and hours of operation would be Monday through Sunday from 2:00 p.m. to 2:00 a.m.
4. Staff mailed a notice of the public hearing on this request to six (6) property owners and received no comments in favor or against this request.
5. The on-premise consumption of alcoholic beverages, a change in applicant, and change in type of alcoholic beverage license requires a special use permit for this type of business.

The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for the on-premise consumption of beer and wine. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

Staff recommends approval of the special use permit for the on-premise consumption of alcoholic beverages at this location. If the permit is approved, staff recommends the following conditions:

Conditions for approval:

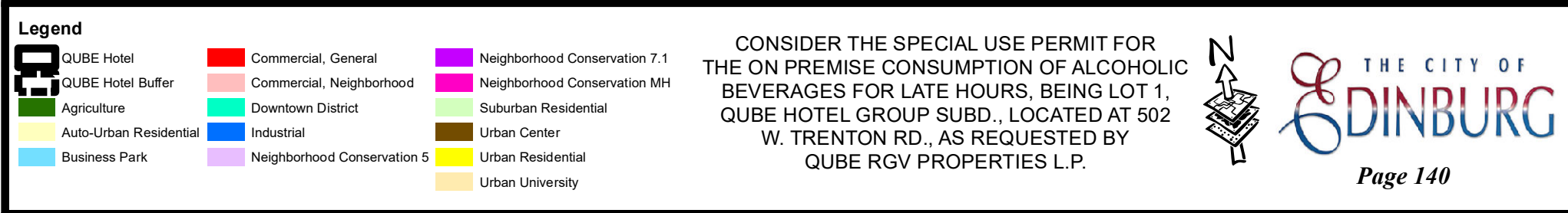
1. An application to renew the special use permit must be filed by **June 01, 2017**. The request will be presented to the Planning and Zoning Commission and City Council. A status report will be presented indicating compliance or non-compliance with all City codes, providing neighboring property or business owner's input and police reports from the operation of the proposed bar during late hours.
2. The applicant complies with the hours of operation for the on-premise consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.

SPECIAL USE PERMIT
QUBE RGV PROPERTIES L.P.

4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking spaces, paving of parking lot, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The special use permit may be revoked at any time by the Planning and Zoning Commission and City Council for any violations of City and TABC regulations.
7. The applicant must abide by City of Edinburg Smoking Ordinance Chapter 94. Any violations noted will be presented to the Planning and Zoning Commission and City Council.

ATTACHMENTS: Zoning Map
Aerial Map
Proposed Floor Plan
Photo of the Location
List of property owners receiving notice

NOTICES MAILED: July 1st, 2016





Legend

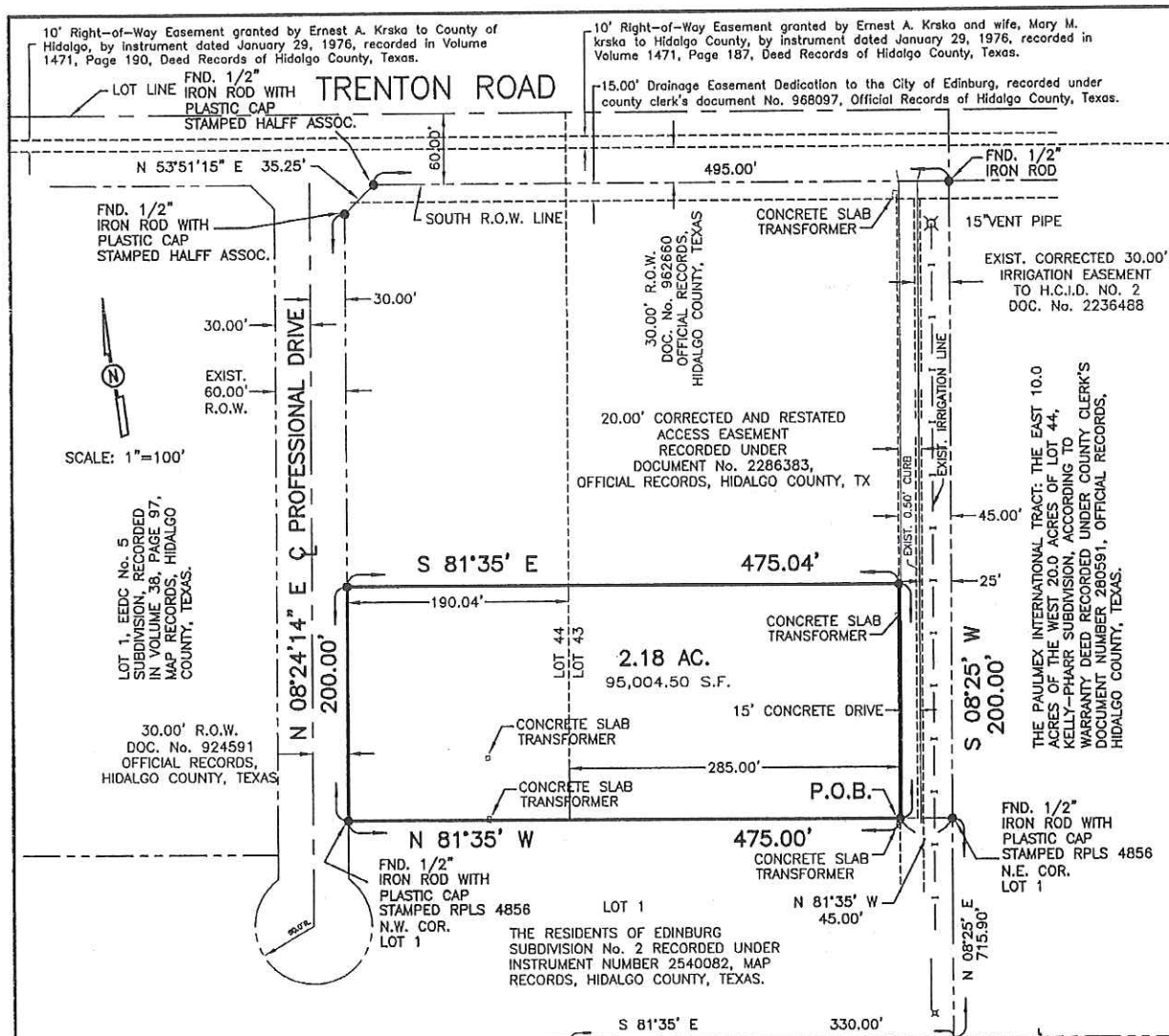
- QUBE Hotel
- 300' Notification

AERIAL PHOTO

QUBE RGV PROPERTIES L.P.







PLAT SHOWING

A 2.18 ACRE TRACT OF LAND OUT OF LOTS 43 AND 44, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 979045, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTE:

- = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "X" AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

C.P.N. 480338 0030 E
MAP REVISED: JUNE 6, 2000 (LOMR DECEMBER 16, 2003)

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH EEDC No. 5 SUBDIVISION, RECORDED IN VOLUME 38, PAGE 97, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 3 PAGES 133-134
SURVEYED DECEMBER 3, 2014

ADDRESS
OWNER

JOB No.
BOOK No. PAGE

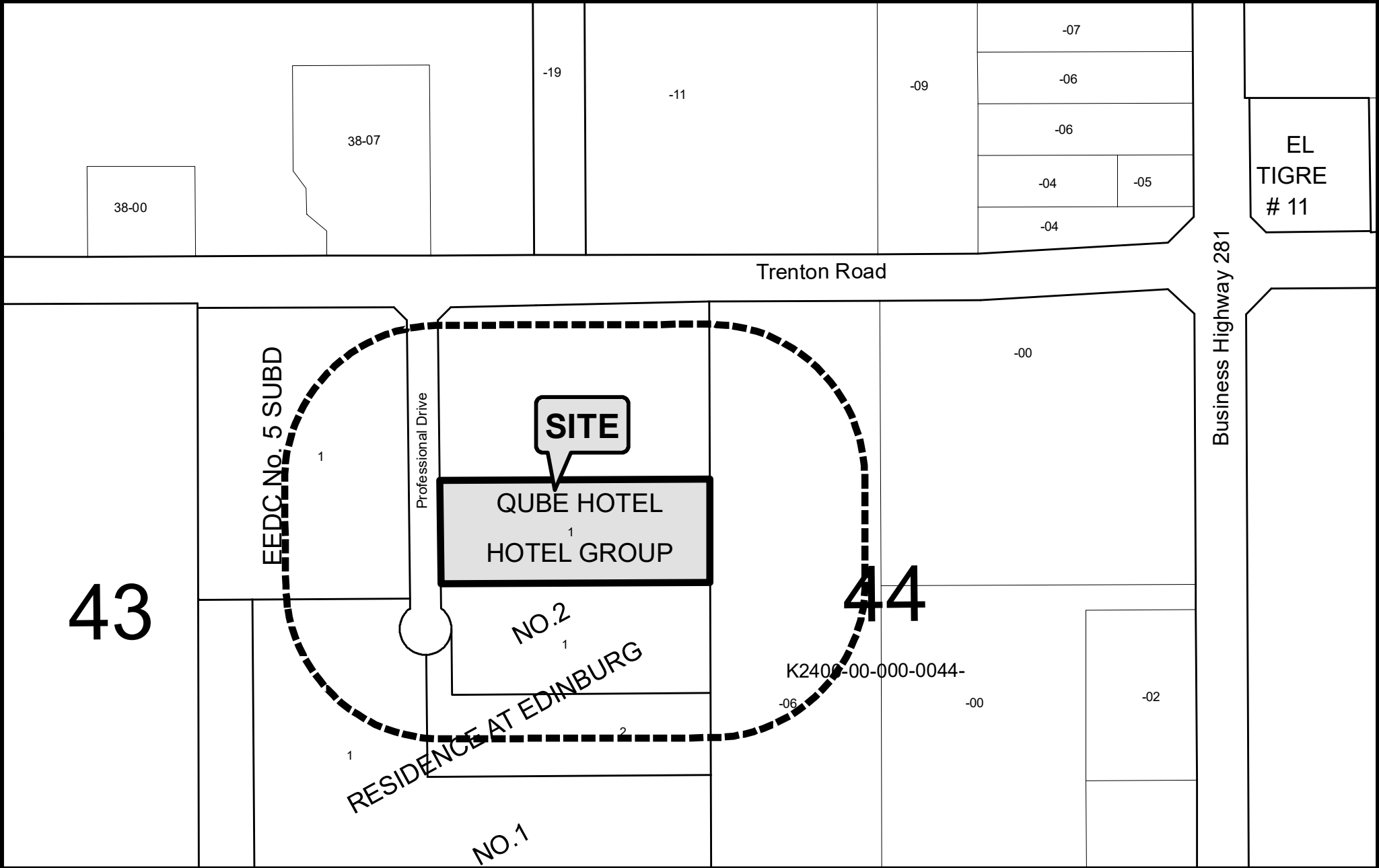
F:\DATA\SUB\EDIN\RESIDENT OF EDINBURG\SURVEY





QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-6480
EDINBURG, TEXAS 78539 FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
QuintanillaHeadley@abcglobal.net





Legend

-  QUBE Hotel
-  300' Notification

CONSIDER THE SPECIAL USE PERMIT FOR
THE ON PREMISE CONSUMPTION OF ALCOHOLIC
BEVERAGES, BEING LOT 1,QUBE HOTEL GROUP SUBD.,
LOCATED AT 502 W. TRENTON, AS REQUESTED
BY QUBE RGV PROPERTIES L.P.



**CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION
OF ALCOHOLIC BEVERAGES, BEING LOT 1, QUBE HOTEL GROUP SUBD.,
LOCATED AT 502 W. TRENTON, AS REQUESTED BY QUBE RGV PROPERTIES
L.P.**

PROP. ID. 517443
BRYAN ROAD BODY SHOP LLC
3201 N 10TH ST
MCALLEN, TX. 78501
LEGAL: KELLY PHARR TR E330'-W660' LOT 44 10.0 AC GR 9.54 AC NET

PROP. ID. 624112
EDINBURG ECONOMIC DEVELOPMENT CORP
101 N 10TH AVE
EDINBURG, TX. 78541-3317
LEGAL: KELLY PHARR TRACT 2.21 AC IRR TR N 653.32'-E200' LOT 43 & N604.10'-W330' EXC
W285'-S200' LOT 44 5.48AC GR 4.35 AC NET

PROP. ID. 960396
EDINBURG PHASE II LTD
800 GESSNER STE 350
HOUSTON, TX. 77024
LEGAL: THE RESIDENTS OF EDINBURG NO. 2 LOT 1

PROP. ID. 819234
EDINBURG VENTURE LTD
800 GESSNER RD STE 350
HOUSTON, TX. 77024-4498
LEGAL: THE RESIDENTS OF EDINBURG LOT 1

PROP. ID. 638376
HIDALGO COUNTY APPRAISAL DIST
PO BOX 208
EDINBURG, TX. 78540-0208
LEGAL: EEDC #5 LOT 1

PROP. ID. 963305
QUBE RGV PROPERTIES LP
2708 S BUSINESS HWY 281
EDINBURG, TX. 78539
LEGAL: KELLY PHARR TRACT E190'-N200'-S915.90' LOT 43 & W285'-N200'-S915.90' LOT 44
2.18 AC NET

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES AND LATE HOURS FOR A BAR AND NIGHT CLUB, BEING LOT 1, QUBE HOTEL GROUP SUBD., LOCATED AT 502 W TRENTON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, AS PROVIDED IN ARTICLE 2.404 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, QUBE RGV Properties L.P. has applied for a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas for the On-Premise Consumption of alcoholic beverages and late hours for a Bar, being Lot 1, QUBE Hotel Group Subd., located at 502 W. Trenton Road, Edinburg, Hidalgo County, Texas; and,

WHEREAS, this type of activity is prohibited by said Unified Development Code unless a Special Use Permit is granted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. That a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas, be granted to QUBE RGV Properties L.P. for the On-Premise Consumption of Alcoholic Beverages and Late Hours for a Bar, located at 502 W. Trenton Road, Edinburg, Hidalgo County, Texas, with the following conditions:

1. An application to renew the special use permit must be filed by **June 1, 2017**. The request will be presented to the Planning and Zoning Commission and City Council. A status report will be presented indicating compliance or non-compliance with all City codes, providing neighboring property or business owner's input and police reports from the operation of the proposed bar during late hours.

2. The applicant complies with the hours of operation for the on-premise consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking spaces, paving of parking lot, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The special use permit may be revoked at any time by the Planning and Zoning Commission and City Council for any violations of City and TABC regulations.
7. The applicant must abide by City of Edinburg Smoking Ordinance Chapter 94. Any violations noted will be presented to the Planning and & Zoning Commission and City Council.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/rlg-ordinances/sup-QUBE RGV Properties L.P.-8-3-16

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Hold Public Hearing and Consider Ordinance Providing for the Special Use Permit for the On-Premise Consumption of Alcoholic Beverages for Late Hours for the Sip Lounge, Being a 1.44 Acre Tract of Lot 1, Marval Plaza Subdivision, Located at 4315 South McColl Road, as Requested by Javier Carreon.
[Jesus R. Saenz, Director of Planning and Zoning]

STAFF COMMENTS AND RECOMMENDATION:

The applicant is requesting the City's approval for The Sip Lounge to be able to sell beer, wine, and mixed beverages at 4315 South McColl Road, Being a 1.44 Acre Tract of Lot 1, Marval Plaza Subdivision, Hidalgo County, Texas. The proposed days and hours of operation would be Tuesday through Thursday from 4:00 p.m. to 11:00 p.m. and Friday through Saturday 4:00 p.m. to 12:00 p.m.

The property is currently zoned commercial and the surrounding zoning is commercial and single family residential and agricultural. The applicant is requesting this special use permit to sell alcohol at the Sip Lounge.

Staff mailed a notice of the Public Hearing before the Planning & Zoning Commission Meeting to twelve (12) neighboring residents and received no comments in favor of or against this request at the time of this report.

The Planning & Zoning Commission recommended with a 5-0 to approve the Special Use Permit for On Premise Consumption of Alcoholic Beverages for Late Hours.

RECOMMENDATION:

Staff is recommending approval of the Special Use Permit. The location where the applicant is proposing to sell alcohol has various other commercial uses.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP
Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz
Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

MEETING DATES:
PLANNING & ZONING COMMISSION – 07/12/16
CITY COUNCIL – 08/02/16
DATE PREPARED – 07/05/16

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Special Use Permit for the On-Premise Consumption of Alcoholic Beverages for the Sip Lounge.
<u>APPLICANT:</u>	Javier Carreon
<u>AGENT:</u>	N/A
<u>LEGAL:</u>	Being a 1.44 Acre Tract of Lot 1, Marval Plaza Subdivision, Hidalgo County, Texas
<u>LOCATION:</u>	4315 South McColl Road
<u>LOT/TRACT SIZE:</u>	1.44 Acres
<u>CURRENT USE OF PROPERTY:</u>	N/A
<u>PROPOSED USE OF PROPERTY:</u>	Lounge
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North - Comm. Commercial General (CG) District South - Agriculture (AG) District East - Comm. Commercial General (CG) District West- Suburban Residential (S) District
<u>LAND USE PLAN DESIGNATION:</u>	Office Business Park
<u>ACCESS AND CIRCULATION:</u>	This property has access to South McColl Road, and West Trenton Road five.
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the special use permit for late hours. A comprehensive evaluation is on the following page(s).

**SPECIAL USE PERMIT
JAVIER CARREON – SIP LOUNGE**

EVALUATION

The following is staff's evaluation of the request.

1. The Gateway Plan, the City's Comprehensive Plan designation for this property is Office Business Park.
2. The surrounding land uses consist of commercial land uses, residential uses and agriculture.
3. The proposed days and hours of operation would be Tuesday through Thursday from 4:00 p.m. to 11:00 p.m. and Friday through Saturday 4:00 p.m. to 12:00 p.m.
4. Staff mailed a notice of the public hearing on this request to twelve (12) residents and received no comments in favor of or against this request.
5. The on-premise consumption of alcoholic beverages, a change in applicant, and change in type of alcoholic beverage license requires a special use permit for this type of business.

The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for the on-premise consumption of beer and wine. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

Staff recommends approval of the special use permit for the on-premise consumption of alcoholic beverages at this location. If the permit is approved, staff recommends the following conditions:

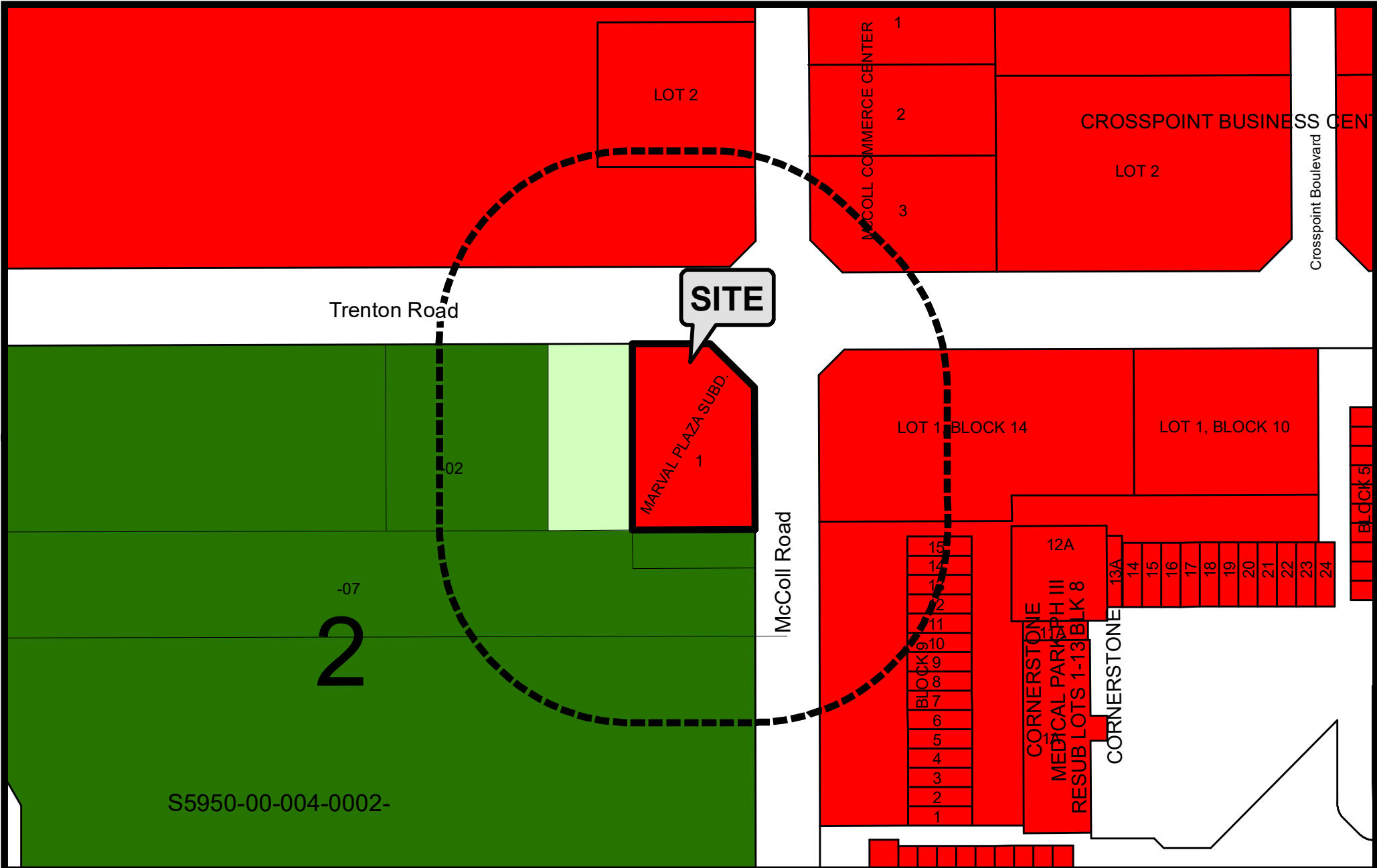
Conditions for approval:

1. An application to renew the special use permit must be filed by **June 12, 2017**. The request will be presented to the Planning and Zoning Commission and City Council. A status report will be presented indicating compliance or non-compliance with all City codes, providing neighboring property or business owner's input and police reports from the operation of the proposed bar during late hours.

SPECIAL USE PERMIT
JAVIER CARREON – SIP LOUNGE

2. The applicant complies with the hours of operation for the on-premise consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking spaces, paving of parking lot, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The special use permit may be revoked at any time by the Planning and Zoning Commission and City Council for any violations of City and TABC regulations.

ATTACHMENTS: Zoning Map
Aerial Map
Site Map
Photo of the Location
List of property owners receiving notice

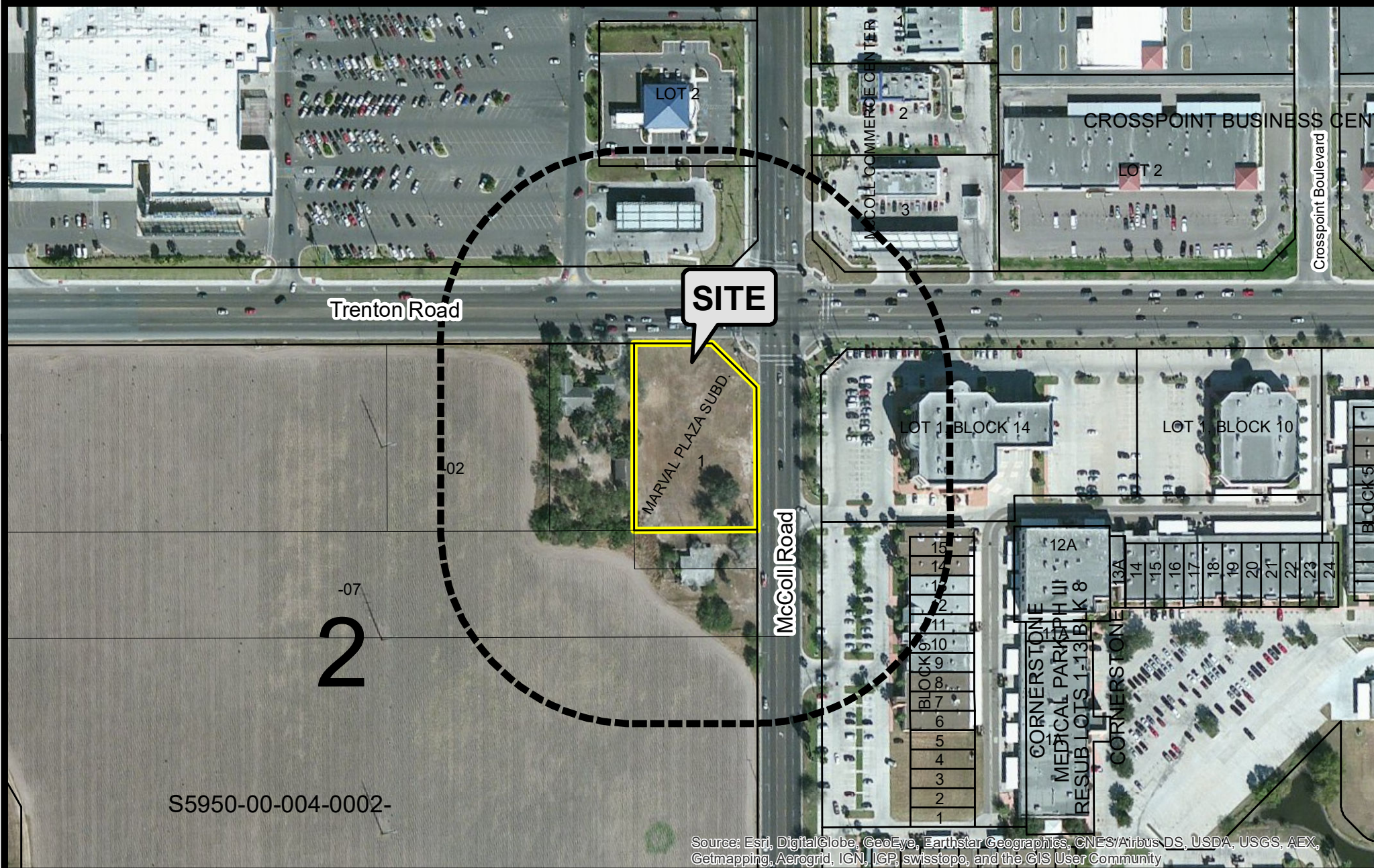


Legend

	Javier Carreon		Commercial, General		Neighborhood Conservation 7.1
	300' Notification		Commercial, Neighborhood		Neighborhood Conservation MH
	Agriculture		Downtown District		Suburban Residential
	Auto-Urban Residential		Industrial		Urban Center
	Business Park		Neighborhood Conservation 5		Urban Residential
					Urban University



CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES, BEING LOT 1, MARVAL PLAZA SUBDIVISION, LOCATED AT 4315 S. MCCOLL ROAD, AS REQUESTED BY JAVIER CARREON.





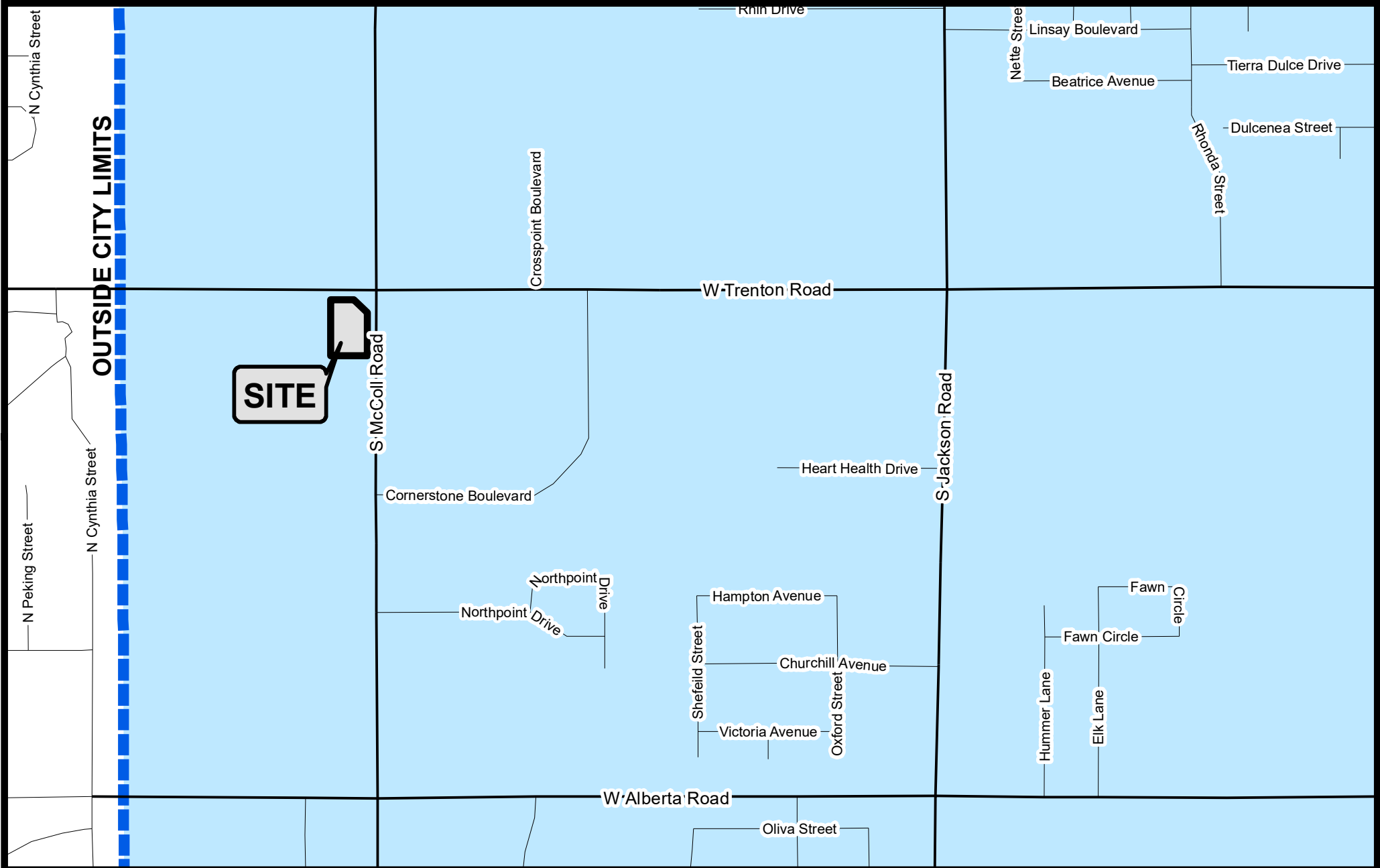
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Legend

-  Javier Carreon
-  300' Notification

CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES, BEING LOT 1, MARVAL PLAZA SUBDIVISION, LOCATED AT 4315 S. McCOLL ROAD, AS REQUESTED BY JAVIER CARREON.





Legend

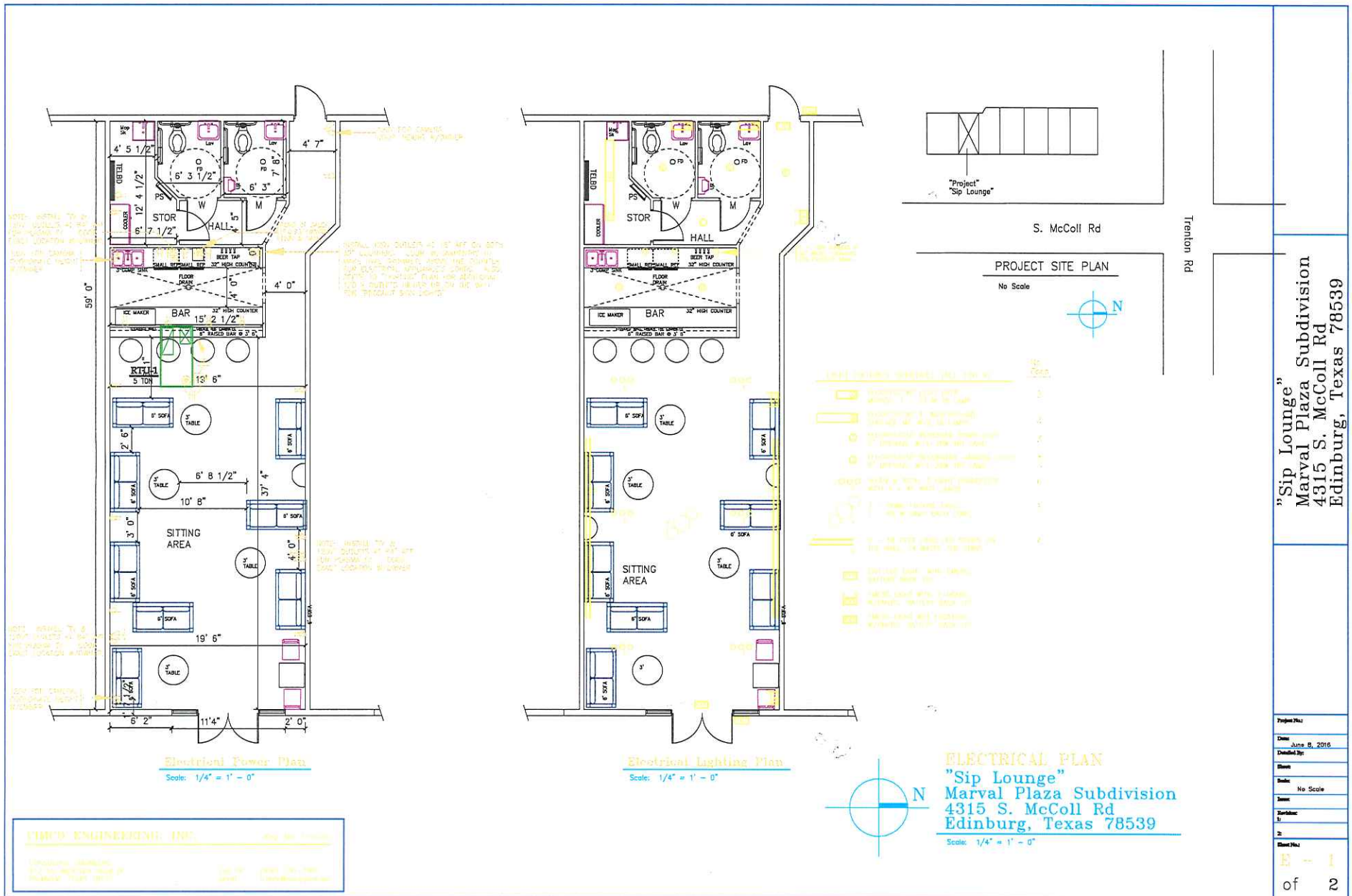


JAVIER CARREON



THE CITY OF
DINBURG





Bar Aesthetic



*Adding distressed contemporary wooden planks to bar front
Stainless steel bar top to finish out the contrast
Bar backdrop to highlight premium liquor in chic vignette presentation*

Decor



Wooden/metal embellished tree will be focal point of decor in industrial chic concept of the building.

Lighting



Wall accent lighting to providing chic setting (Red)
Will be installing 6 light chandelier brushed nickel finish fixtures above couch sitting areas
Center point will have round pendant lamps

Flooring



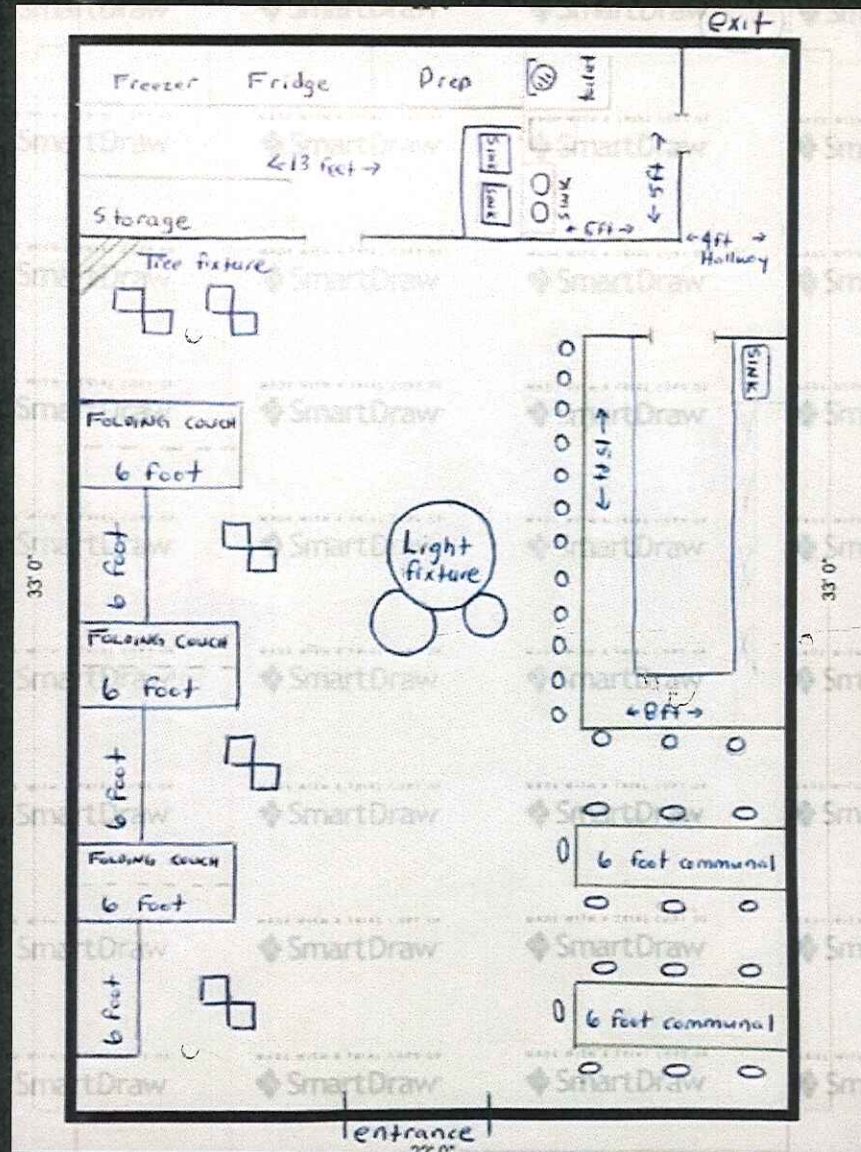
Decorative Concrete Acid stained w/Epoxy finish throughout building

Ceiling



Ceiling will be painted black with an industrial finish out

Floorplan



Mock up floorplan layout (Preliminary not to scale)

Updates to SIP plan

- will offer full liquor bar with beer and wine selection*
- removed food menu completely*
- will be introducing infusion shots/drinks to menu*
- maintain the highest standard in service centricity*
- outreach marketing regularly to promote events/traffic*
- respectfully attract and maintain affluent client*

**CONSIDER THE SPECIAL USE PERMIT FOR THE ON PREMISE CONSUMPTION
OF ALCOHOLIC BEVERAGES, BEING LOT 1, MARVAL PLAZA SUBDIVISION,
LOCATED AT 4315 S. McCOLL ROAD, AS REQUESTED BY JAVIER CARREON.**

PROP. ID. 589973
ASIAN VALLEY VENTURES I LTD
A TEXAS LIMITED PARTNERSHIP
901 S SHARY RD
MISSION, TX. 78572-9106
LEGAL: CORNERSTONE MEDICAL PARK PH 3 N 1/2-LOT 13 & ALL OF LOTS 14 & 15 BLK 9

PROP. ID. 592726
COMMERCIAL NET LEASE REALTY LP
450 S ORANGE AVE STE 900
ORLANDO, FL. 32801-3339
LEGAL: MCCOLL COMMERCE CENTER LOT 3

PROP. ID. 570358
CORNERSTONE OWNERS ASSOCIATION INC
PO BOX 720139
MCALLEN, TX. 78501
LEGAL: CORNERSTONE MEDICAL PARK PH 3 5.73AC COMMON AREA

PROP. ID. 652755
CPR 2800 TRENTON LTD
823 CONGRESS AVE STE 600
AUSTIN, TX. 78701-2647
LEGAL: CORNERSTONE MEDICAL PARK PH 4 LOT 1 BLK 14

PROP. ID. 696938
JH MCKNIGHT RANCH INC
PO BOX 3070
CHICO, CA. 95927-3070
LEGAL: TRENTON TOWN CENTER LOT 2

PROP. ID. 1016211
MG KAMEL PROPERTIES LTD
5608 N 5TH
MCALLEN, TX. 78504
LEGAL: MARVAL PLAZA LOT 1

PROP. ID. 726048
MURPHY OIL USA INC
200 E PEACH ST
EL DORADO, AR. 71730-5890
LEGAL: TRENTON TOWN CENTER LOT 1B

PROP. ID. 289989
MVP PARTNERSHIP LTD
4301 N MCCOLL RD

MCALLEN, TX. 78504-6124
LEGAL: STEELE & PERSHING 0.50AC-SE COR FOR IMP-LOT 2 BLK 4

PROP. ID. 732017
O3 DEVELOPEMENT LTD
11224 N BRYAN RD
MISSION, TX. 78573
LEGAL: CORNERSTONE MEDICAL PARK PH3 N 1/2 LOT 8 & ALL LOTS 9 & 10

PROP. ID. 570371
REYNA GUILLERMO
NOEL & MARIA E GARZA
2111 JACKSON CRK
EDINBURG, TX. 78539-1726
LEGAL: CORNERSTONE MEDICAL PARK PH 3 ALL OF LOTS 11 & 12 & S1/2 OF LOT 13 BLK 9

PROP. ID. 726047
WAL-MART STORES TEXAS LP #3886
PO BOX 8050
BENTONVILLE, AR. 72712-8055
LEGAL: TRENTON TOWN CENTER LOT 1A

PROP. ID. 289991
ZAMORA HOMER & MARY ALICE
4263 S RUSTLER LN
MERIDIAN, ID. 83642-6883
LEGAL: STEELE & PERSHING W131'-E361'-N350' LOT 2 BLK 4 1.05AC GR 0.87AC NET

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES AND LATE HOURS FOR A BAR AND NIGHT CLUB, BEING A 1.44 ACRE TRACT OF LOT 1, MARVAL PLAZA SUBDIVISION, LOCATED AT 4315 SOUTH MCCOLL ROAD EDINBURG, HIDALGO COUNTY, TEXAS, AS PROVIDED IN ARTICLE 2.404 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Javier Carreon. has applied for a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas for the On-Premise Consumption of alcoholic beverages and late hours for a Bar, being Lot 1, Marval Plaza Subdivision., located at 4315 S. McColl Road, Edinburg, Hidalgo County, Texas; and,

WHEREAS, this type of activity is prohibited by said Unified Development Code unless a Special Use Permit is granted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. That a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas, be granted to Javier Carreon for the On-Premise Consumption of Alcoholic Beverages and Late Hours for a Bar, located at 4315 S. McColl Road, Edinburg, Hidalgo County, Texas, with the following conditions:

1. An application to renew the special use permit must be filed by **June 1, 2017**. The request will be presented to the Planning and Zoning Commission and City Council. A status report will be presented indicating compliance or non-compliance with all City codes, providing neighboring property or business owner's input and police reports from the operation of the proposed bar during late hours.

2. The applicant complies with the hours of operation for the on-premise consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking spaces, paving of parking lot, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The special use permit may be revoked at any time by the Planning and Zoning Commission and City Council for any violations of City and TABC regulations.
7. The applicant must abide by City of Edinburg Smoking Ordinance Chapter 94. Any violations noted will be presented to the Planning and & Zoning Commission and City Council.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 3rd day of August, 2016.

CITY OF EDINBURG

By: _____
Richard H. Garcia, Mayor

ATTEST:

By: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON, P.C.

By: _____
City Attorney

JRS/rlg-ordinances/sup-Javier Carreon--8-3-16

VARIANCES

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Variance Request to the City's Unified Development Code as follows: Article 3, Districts and Bulk Standards, Section 3.303 Multi-Family, for The Garden at Russell Estates, Being a 4.00-Acre Tract of Land out of Lot 2, Section 242 Texas-Mexican Railway Company Survey, Located on the South Side of Mile 17 ½ North Road (Russell Road), Approximately 1,056.00-Feet East of Sugar Road, as Requested by Quintanilla, Headley and Associates, Inc. [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

Quintanilla, Headley and Associates, Inc., the project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code for Multi-Family Development on Building Standards. The proposed development is located on the south side of Mile 17 ½ North Road (Russell Road), approximately 1,056.00-feet east of Sugar Road.

- 1. Article 3 - Districts and Bulk Standards, Division 3.300-Bulk Regulation and Standard Development, Table 3.303-Multi-Family Lot and Building Standards**

Variance Request: for Lots 8 thru 14 rear setback reduction from 20 feet to 10-feet.

According to the adopted Unified Development Code, Article 3 Districts and Bulk Standards, Division 3.300-Bulk Regulation and Standard Development, Table 3.303-Multi-Family Lot and Building Standards, the minimum rear setback for multi-family lots is twenty (20) feet.

The Planning & Zoning Commission recommended with a vote of 4-0 to approve the Variance Request.

RECOMMENDATION:

Staff Recommends Denial of the Variance Request. This request does not adhere to the requirements of the City's adopted Unified Development Code.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
by SM

Richard M. Hinojosa
City Manager

/s/Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz

Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

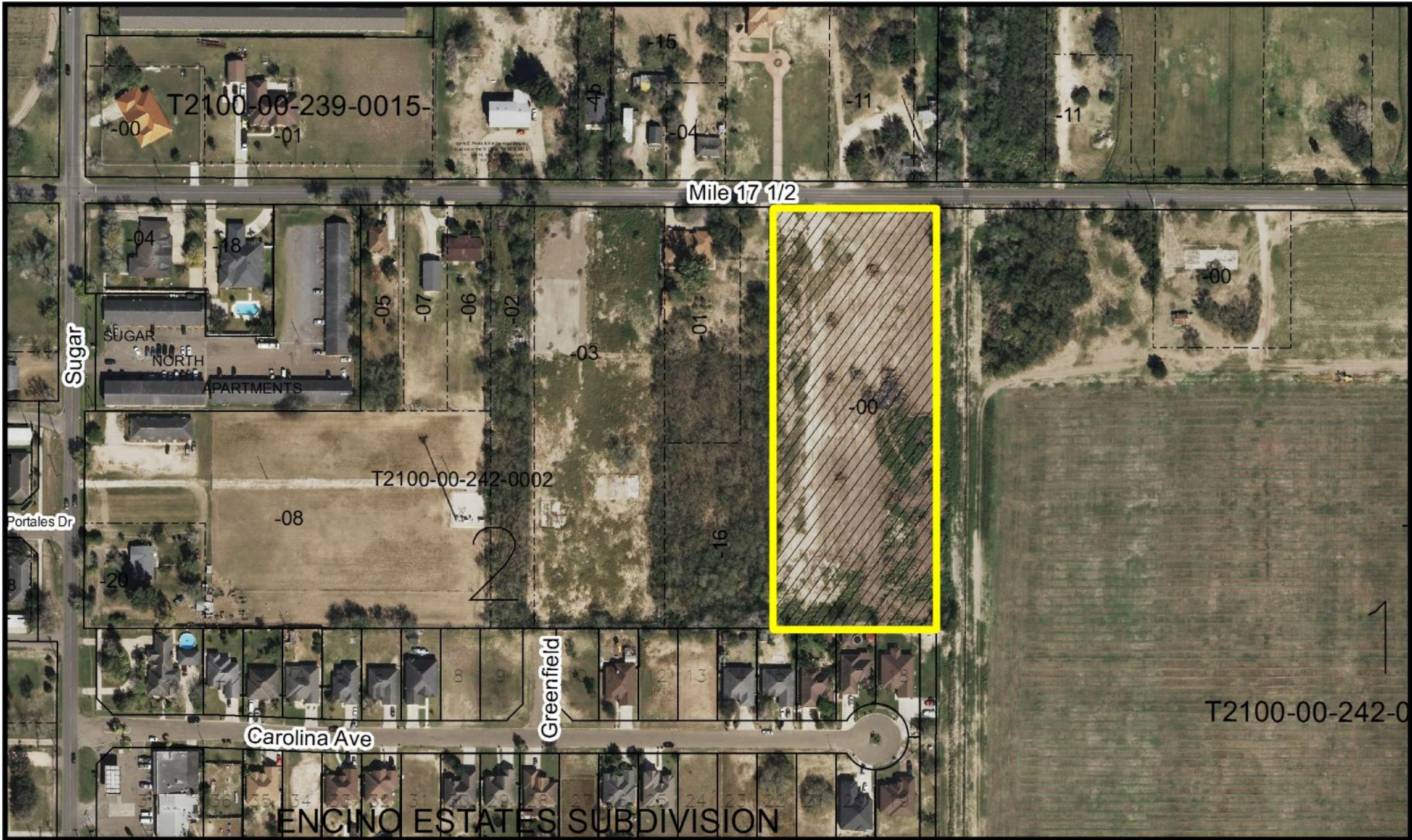
Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

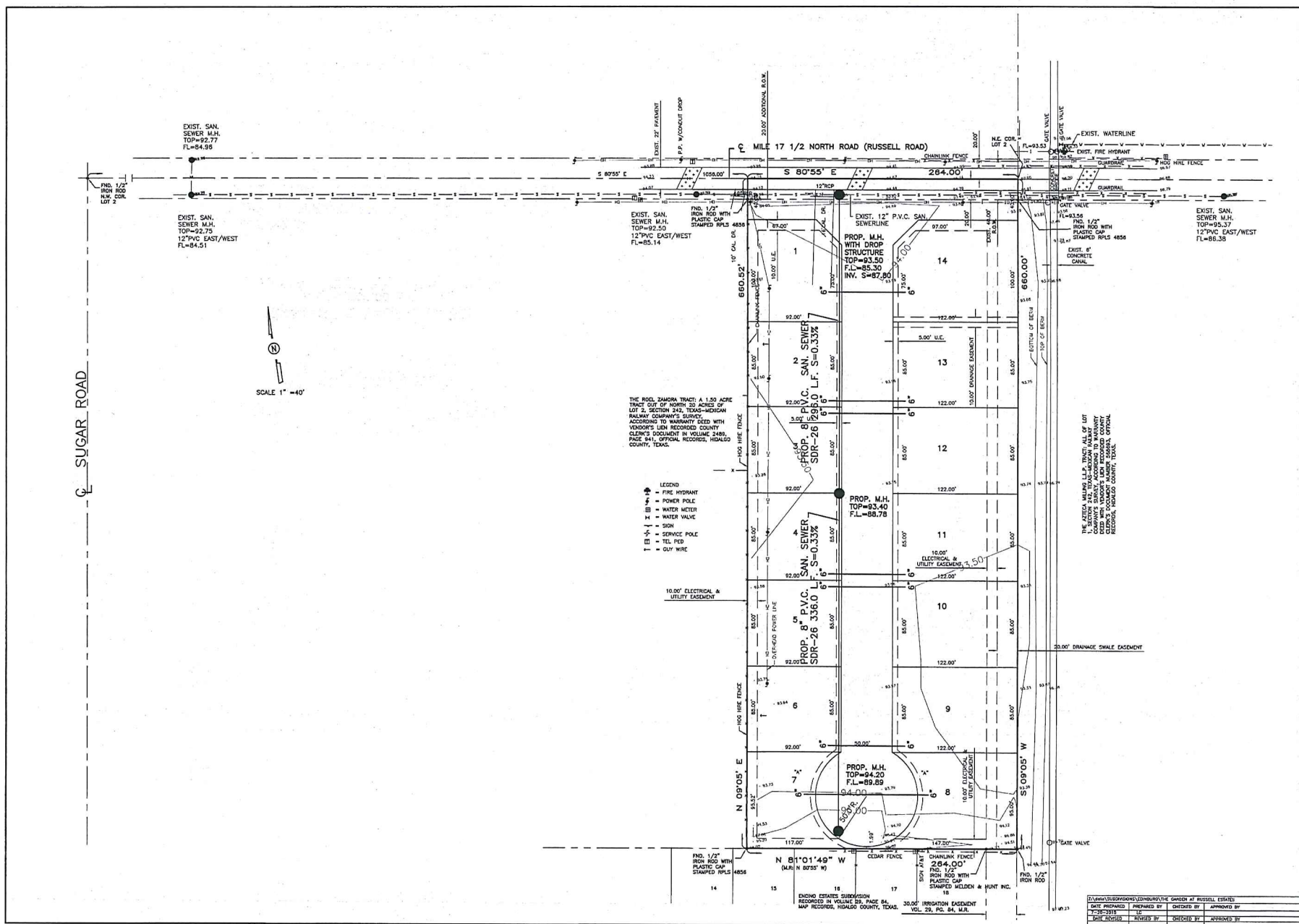
David Torres
Councilmember

Reference:

Table 3.303 Multi-Family Lot and Building Standards						
Zoning District	Minimum					Maximum
	Lot Area per Building (sf.)	Lot Width (ft.) ¹	Street Yard (ft.) ²	Side Yard total (ft.) ²	Rear Yard (ft.) ²	
Auto-Urban Residential (AU)	10,000	100	20	12	20	40
Urban Residential (UR)	10,000	100	20	12	20	48
Urban University (UU)	15,000	100	20	12	20	60
Downtown (D)	10,000	100	20	12	20	72
¹ Along arterials, frontages in excess of the minimum lot width may be required. See Division 9.400, <i>Access Management and Circulation</i> . ² If a larger buffer-yard is required, the setback shall be the width of the buffer-yard.						



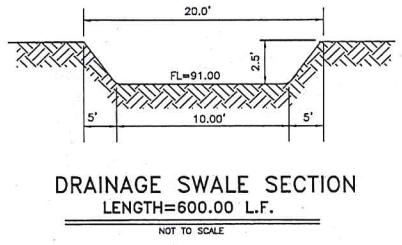
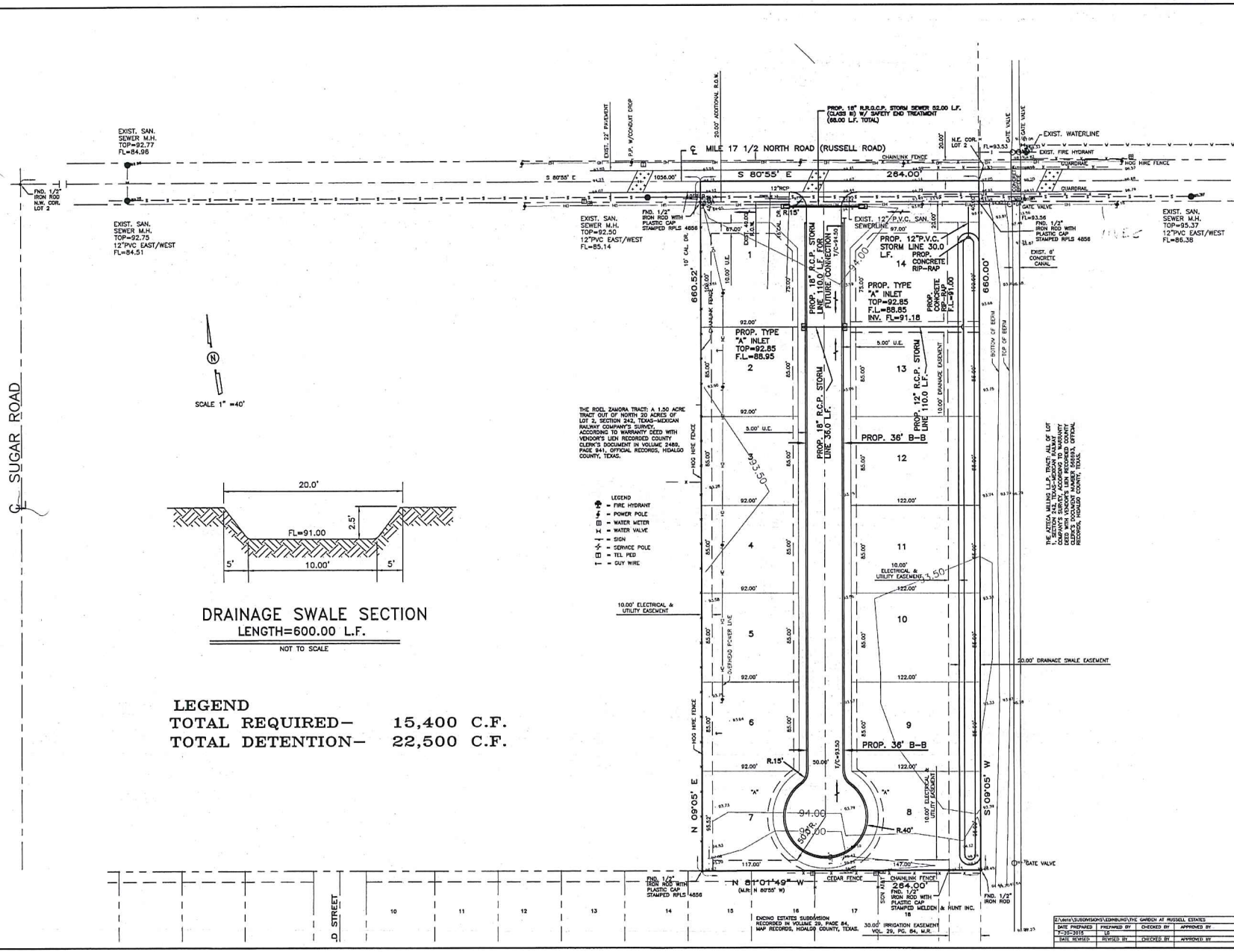
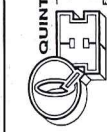
THE GARDEN AT RUSSELL ESTATES



THE GARDEN AT RUSSELL ESTATES PAVING AND DRAINAGE LAYOUT



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
 CONSULTING ENGINEERS
 LAND SURVEYORS
 124 E. STUBBS STREET, SUITE 200
 HOUSTON, TEXAS 77059
 PHONE: 281-381-0527
 FAX: 281-381-0527
 OFFICE@QHAENGINEERING.COM
 ENGINEERING REGISTRATION NUMBER 1-1513
 SURVEYING REGISTRATION NUMBER 104411-00



LEGEND
 TOTAL REQUIRED— 15,400 C.F.
 TOTAL DETENTION— 22,500 C.F.

D 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AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Variance Request to the City's Unified Development Code as Follows: Article 7 – Plat and Site Plan Design, **(1)** Division 7.400 Subdivision Development and Design, **(2)** Division 7.500 Dedication of Land and Improvements, for La Cueva Del Tigre Subdivision, a 1.92 Acre Tract of Land out of Lot "A", Santa Cruz Gardens Subdivision Unit No. 1, Located on the Northeast Corner of I69C and Davis Road, as Requested by REGG Engineering & Surveying. [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

REGG Engineering, the project engineering firm for the above referenced subdivision is requesting the variances below to the City's Unified Development Code for a General Commercial Development on the dedication of Right-of-way and Street Improvements Standards. The proposed development is located in the vicinity of the northeast corner of I69C and Davis Road.

1. **Article 7 – Plat and Site Plan Design; Division 7.400 Subdivision and Development Design; Division 7.410 Required Improvements.**

Variance Request: no improvements on the widening of Davis Road.

1. **Article 7 – Plat and Site Plan Design; Division 7.500 Dedication of Land and Improvements.**

Variance Request: for a dedication of 10-feet right-of-way on Davis Road.

The required pavement section for Davis Road is sixty-four (64)-feet Back to Back, which will require an additional pavement section of twenty (20)-feet. In addition the applicant is requesting to dedicate ten (10) feet of additional right of way instead of the required twenty (20) feet as indicated in the City's thoroughfare plan.

The Planning & Zoning Commission made the following recommendations at their June 12, 2016 Regular Meeting:

1. Regarding the Plat and Site Design (Required Roadway Improvements) the vote was 5-0 to approve the Variance Request with the condition the roadway improvements be escrowed at the time the property is developed.
2. Regarding the Dedication of Right of Way the vote was 5-0 to approve the Variance request with the condition the right of way matched what was previously dedicated with the adjacent subdivision known as La Flecha subdivision.

RECOMMENDATION:

Staff recommends Denial of the Variance Request. Staff recommends said development comply with the

UDC Article 7 requirements on dedication of right-of-way and widening of Davis Road.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
by SM

Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz

Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

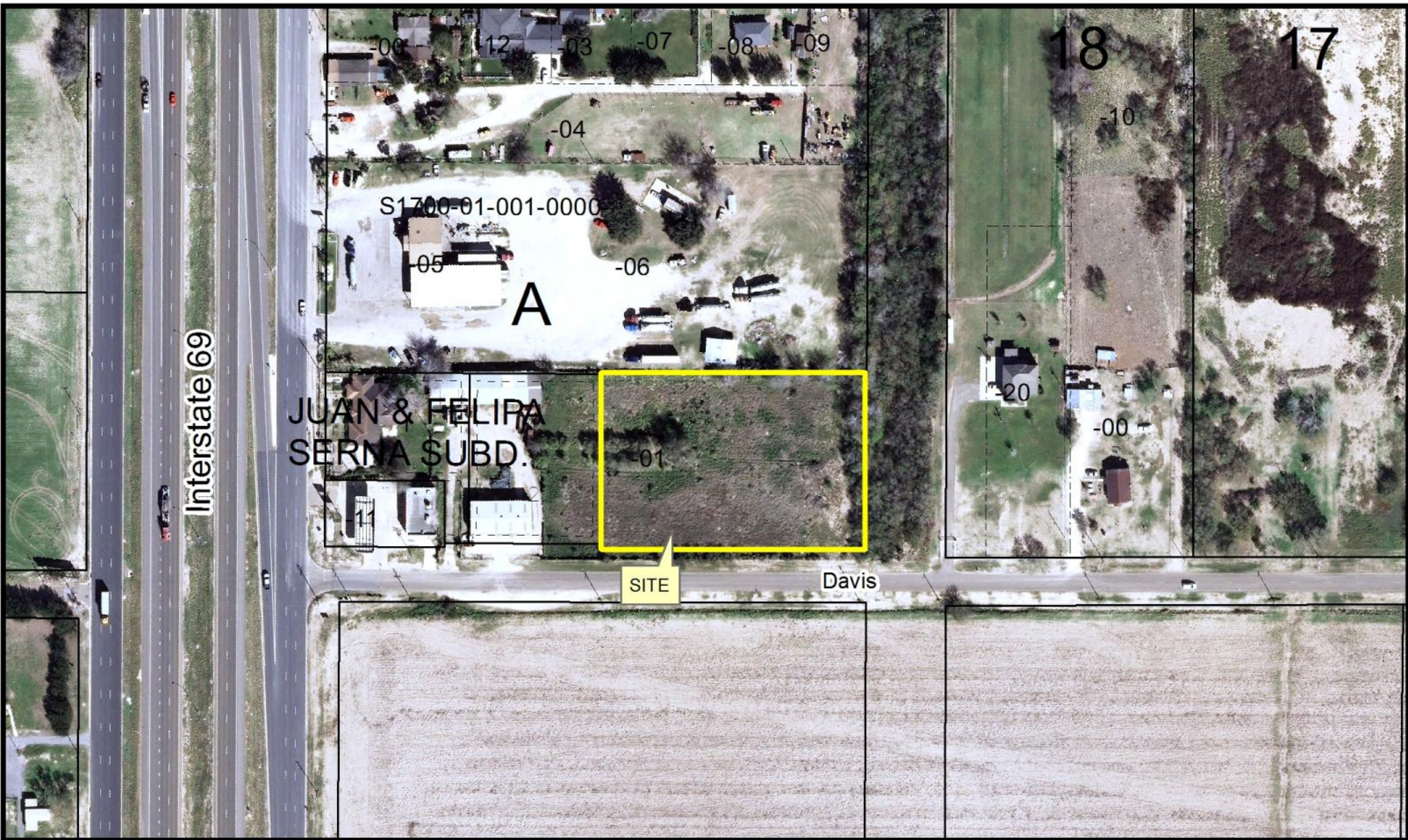
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

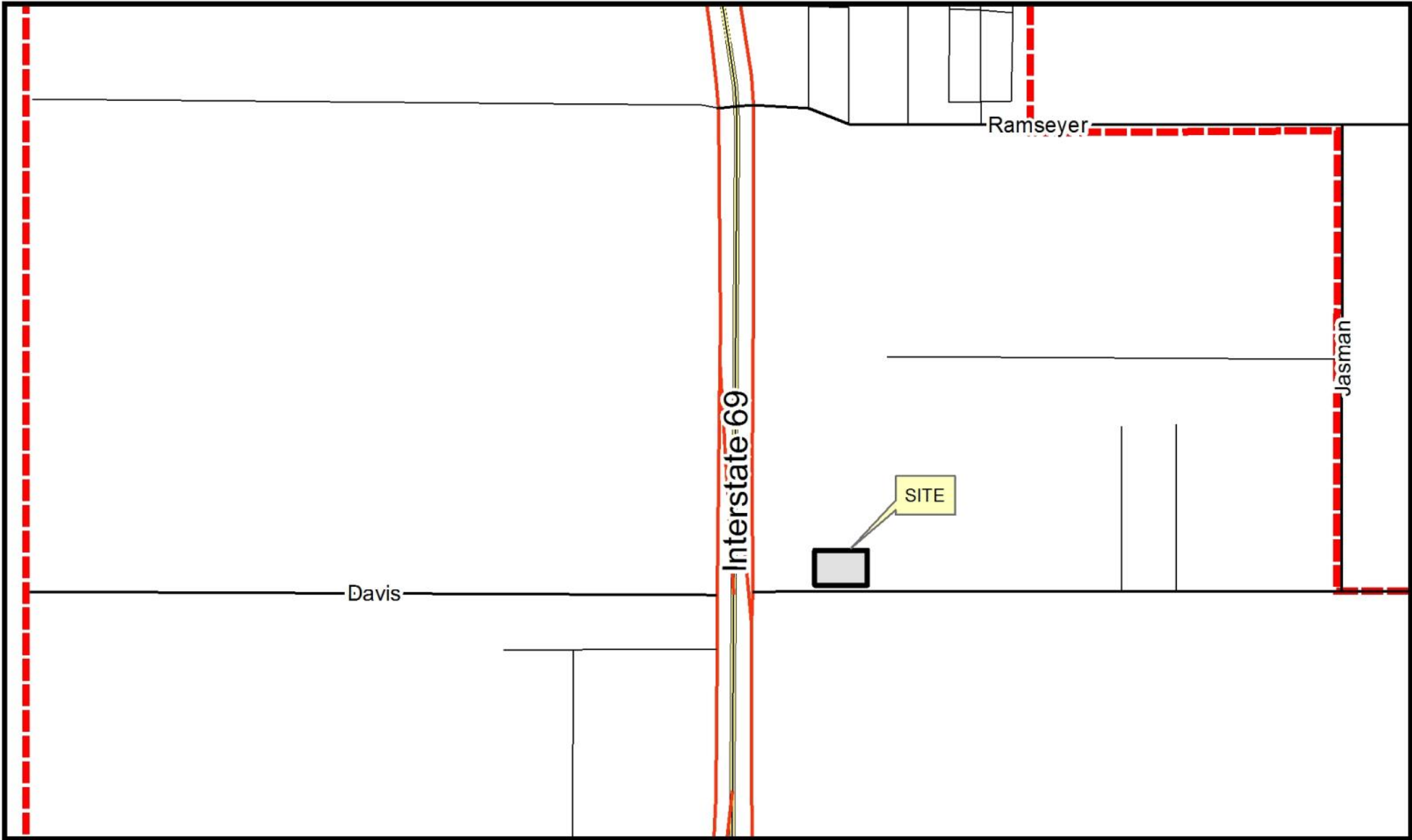
Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



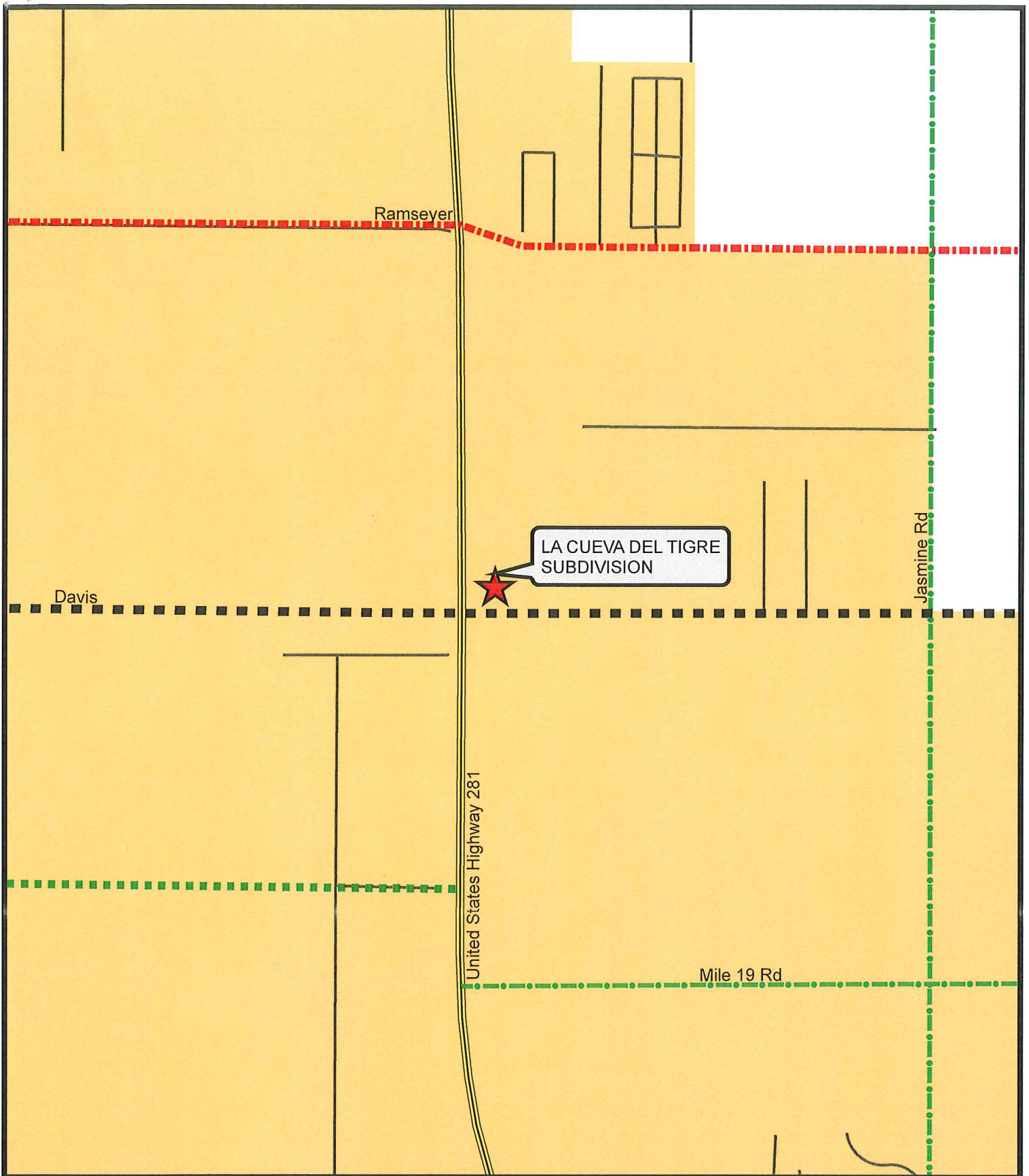
LA CUEVA DEL TIGRE SUBD.





LA CUEVA DEL TIGRE SUBD.





CITY THOROUGHFARE PLAN

Legend

	Expressway 350'		Minor Arterial 100'		City Boundary
	High Speed Arterial 150'		Collector 80'		
	Principal Arterial 120'		Prop. Collector 80'		

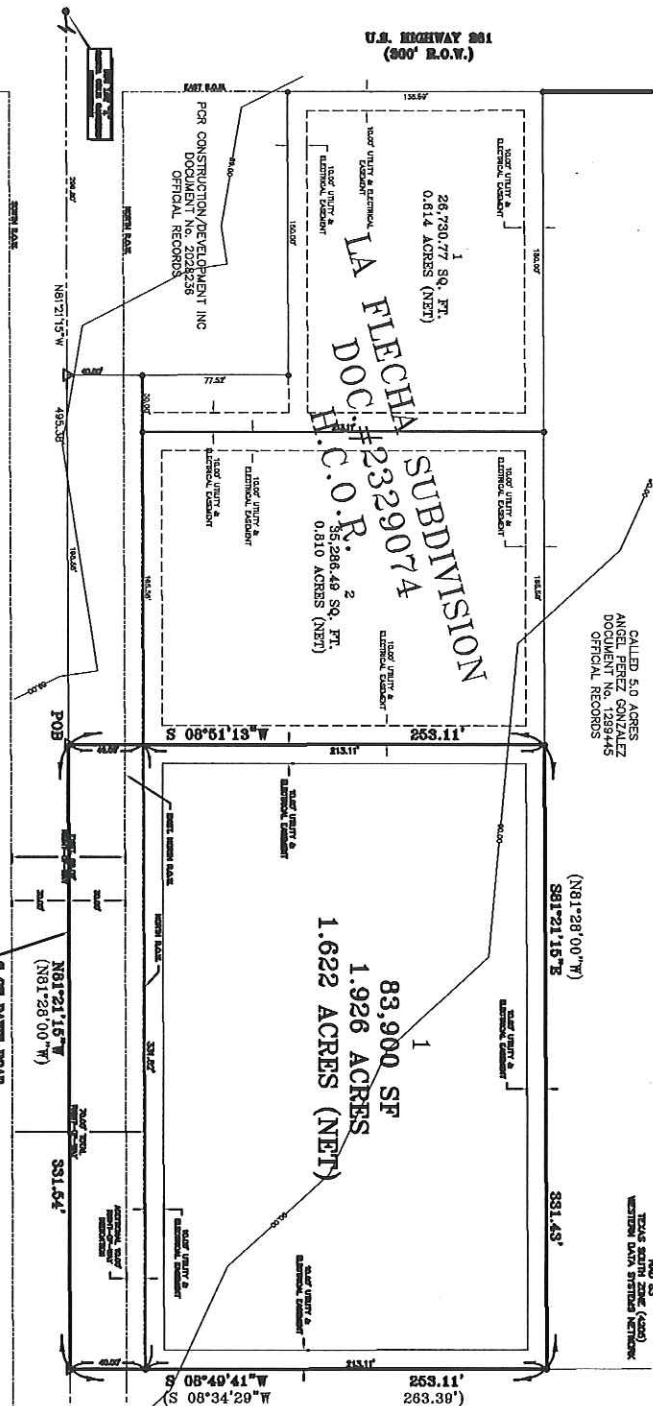
Edinburg Gateway Plan
An Agenda For 2025

LA CUEVA DEL TIGRE SUBDIVISION

CALLER: S.O. ACRES
ANALYST: S.O. ACRES
DOCUMENT NO. 1239445
OFFICIAL RECORDS

SPACED-OUT
BASIS OF BEARING
TEXAS STATE PLAT COMPANIES
TEXAS SOUTH ZONE (4300)
WESTERN DATA SYSTEMS NETWORK

U.S. HIGHWAY 192
(S.O.V. 300)



S.O. DEVELOPMENT L.P.D.
DOCUMENT NO. 1205101
LOT 40, SANTA CRUZ RANCH

THESE ARE THE ORIGINAL RECORDS OF THE LAND SURVEYING AND RECORDS DEPARTMENT OF THE STATE OF TEXAS, AND THE SAME ARE HEREBY CERTIFIED TO BE TRUE AND CORRECT.

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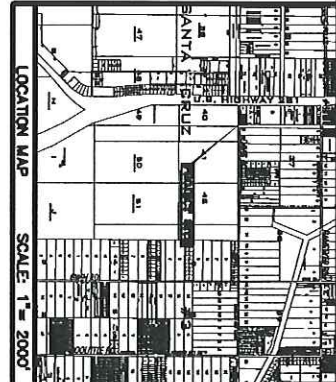
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PROPERTY, CONTACTS	DATE	ADDRESS	PHONE	TELEFAX
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LA CUEVA DEL TIGRE SUBDIVISION	04/01/2007	192 S. O.V. 300	(936) 263-1171	(936) 263-1172
LA CUEVA DEL TIGRE SUBDIVISION	04/01/2007	192 S. O.V. 300	(936) 263-1171	(936) 263-1172

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ABBREVIATION LEGEND
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GENERAL PLAT NOTES

1. THE SUBDIVISION IS A PART OF THE SANTA CRUZ RANCH, AS SHOWN ON THE PLAT OF THE SANTA CRUZ RANCH, DOCUMENT NO. 1205101, OFFICIAL RECORDS.

2. THE SUBDIVISION IS A PART OF THE SANTA CRUZ RANCH, AS SHOWN ON THE PLAT OF THE SANTA CRUZ RANCH, DOCUMENT NO. 1205101, OFFICIAL RECORDS.

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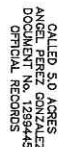
PLAT SHEET
LA CUEVA DEL TIGRE
SUBDIVISION
EDINBURG, TEXAS



REGG ENGINEERING & SURVEYING
CIVIL ENGINEERING-LAND SURVEYING-LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM NO. F-17701
TEXAS LICENSED SURVEYING FIRM NO. 187
631 & 10th Ave. Edinburg, Texas 78541-Phone (361) 263-1171 FAX (361) 263-1172
208 N. Corpus St. P.O. Box 6000 City Texas 76821-Phone (817) 263-1171 FAX (817) 263-1172
regg@regg-engineering.com

NAME	ADDRESS	PHONE	TELEFAX
LA CUEVA DEL TIGRE SUBDIVISION	192 S. O.V. 300	(936) 263-1171	(936) 263-1172
LA CUEVA DEL TIGRE SUBDIVISION	192 S. O.V. 300	(936) 263-1171	(936) 263-1172
LA CUEVA DEL TIGRE SUBDIVISION	192 S. O.V. 300	(936) 263-1171	(936) 263-1172

COULT, TREV. ACCUSED TO BE GROOMED IN VILLAGE 2 P.M. OF SAT. MORNING OF KENILWORTH COUNTY, ILL.



SCALE: 1" = 2000'

LEGEND

VA 1/2 inch and up
VA 1/4 inch and up
VA 1/8 inch and up
VA 1/16 inch and up
VA 1/32 inch and up
VA 1/64 inch and up
VA 1/128 inch and up
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UTILITY LAYOUT
LA CUEVA DEL TIGRE
SUBDIVISION
EDINBURG, TEXAS



REGG ENGINEERING & SURVEYING
CIVIL ENGINEERING-LAND SURVEYING-LAND DEVELOPMENT
 TEXAS REGISTERED ENGINEERING FIRM No. F-17791
 TEXAS LICENSED SURVEYING FIRM No. **188**
 621 S. 19th Ave., Suite 1000, Fort Worth, Texas 76104
 3209 N. Campus Dr., Ste 6000, City Centre Plaza, Fort Worth, Texas 76104 (817) 352-1601 Fax (817) 352-1118
regg-engineering@yahoo.com

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Variance Request to the City's Unified Development Code as Follows: Article 7 - Plat and Site Plan Design, Division 7.400 Subdivision Development and Design, for D-Day Properties LLC Subdivision AKA Carpet House Subdivision, a 2.15 Acre Tract of Land out of Lots 5 & 6 Section 236 Texas-Mexican Railway Company's Survey, Located on the Northeast Corner of I69C and Rogers Road, as Requested by REGG Engineering & Surveying. [Jesus R. Saenz, Director of Planning & Zoning]

STAFF COMMENTS AND RECOMMENDATION:

REGG Engineering, the project engineering firm for the above referenced subdivision is requesting a variance to the City's Unified Development Code for a General Commercial Development on the Street Improvements Standards. The proposed development is located in the vicinity of the northeast corner of I69C and Rogers Road.

1. **Article 7 – Plat and Site Plan Design; Division 7.400 Subdivision and Development Design; Division 7.410 Required Improvements.**

Variance Request: consideration of a waiver on the widening of Rogers Road.

The pavement section for Rogers Road is which will require an additional pavement section of seventeen and one half (17.5)-feet.

The Planning & Zoning Commission made the following recommendation at its June 12, 2016 Regular Meeting:

1. Regarding the Plat and Site Design (Additional Pavement Section) the recommendation was Approval with a vote of 5-0 to escrow 50% of the roadway improvement at the time of recording.

RECOMMENDATION:

Staff recommends Denial of the Variance Request.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
by SM

Richard M. Hinojosa
City Manager

/s/ Ricardo Palacios by CP

Ricardo Palacios
City Attorney

/s/ Jesus R. Saenz

Jesus R. Saenz
Planning and Zoning
Director

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

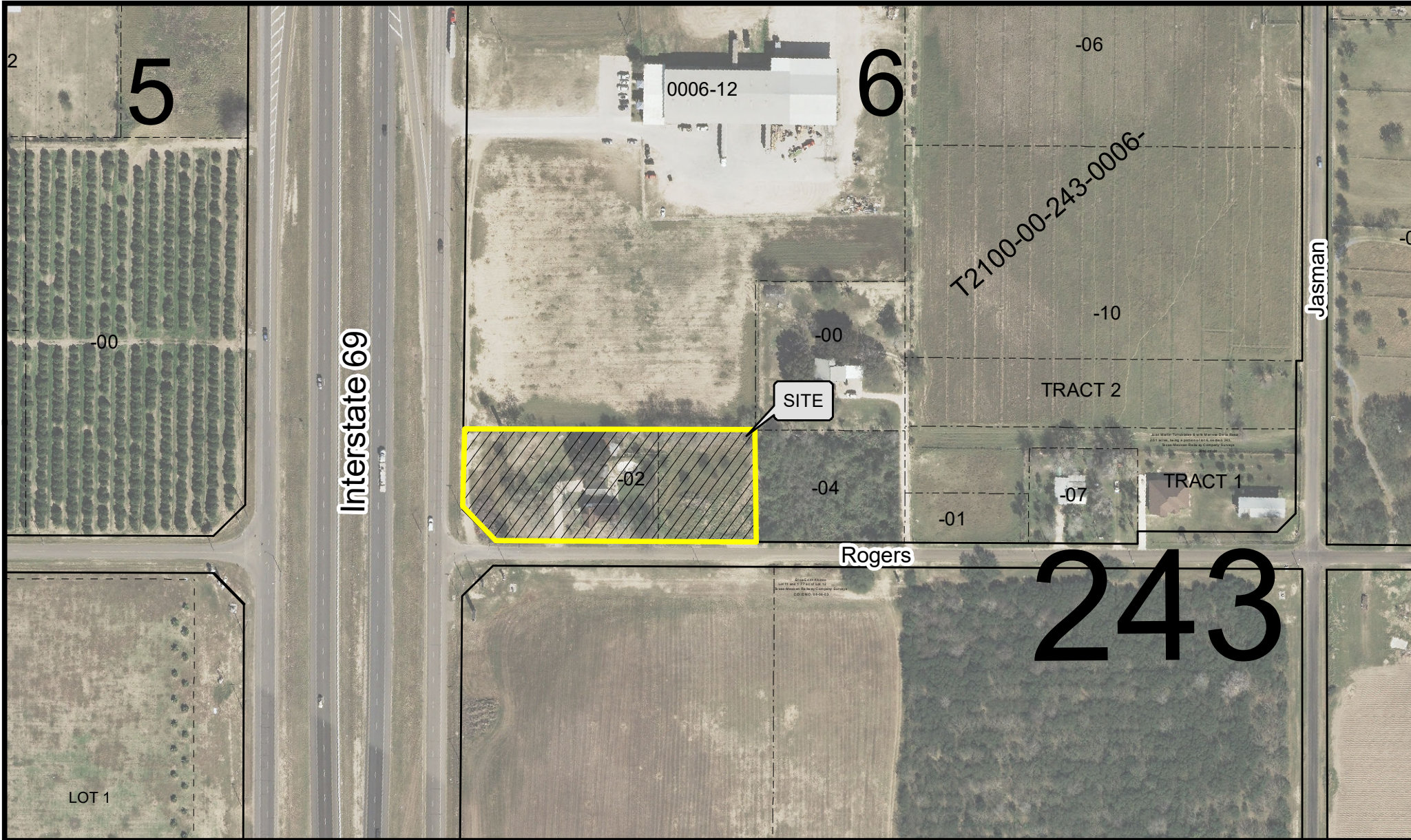
Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

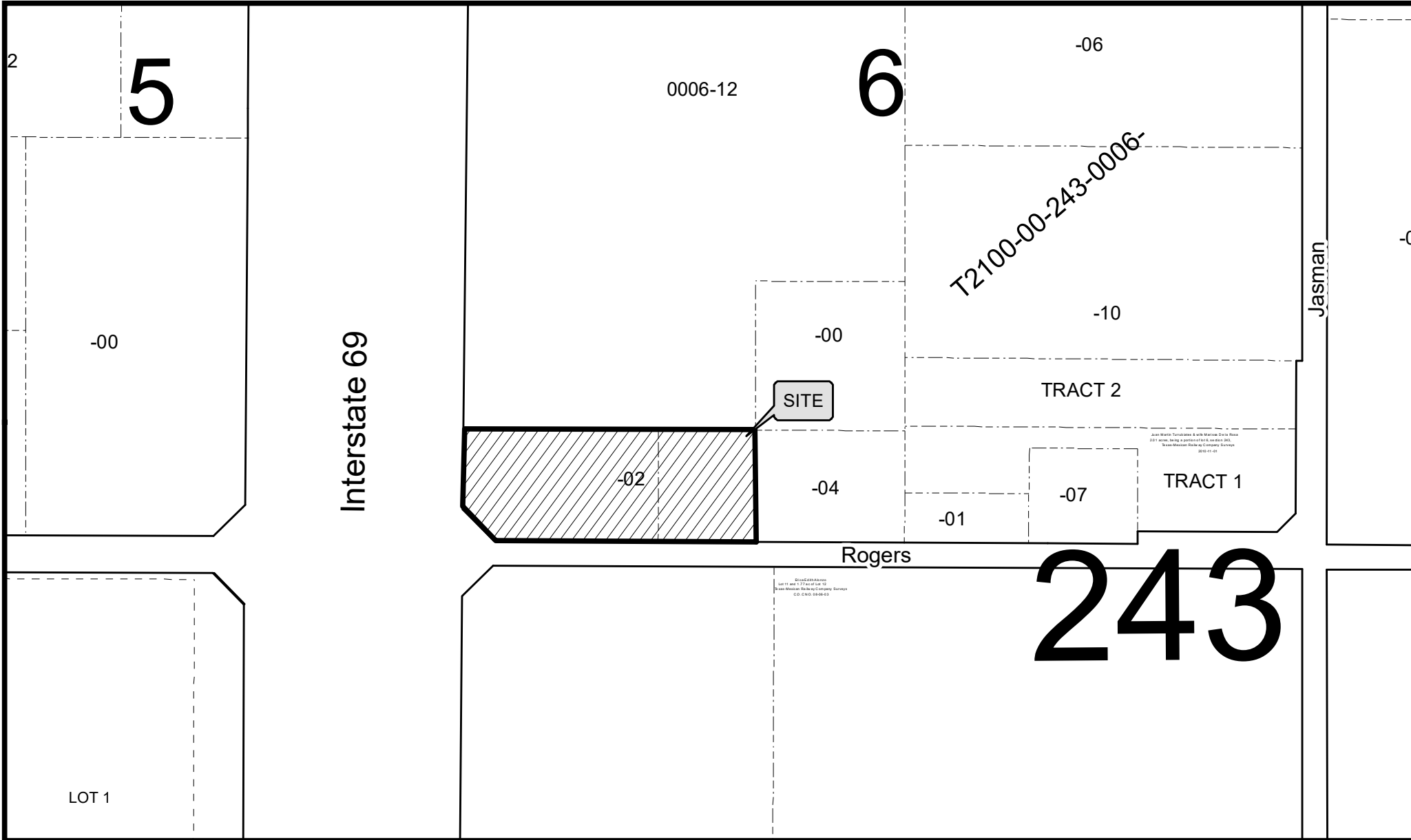
Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



CARPET HOUSE SUBDIVISION



CARPET HOUSE SUBDIVISION



CITY THOROUGHFARE PLAN



Legend

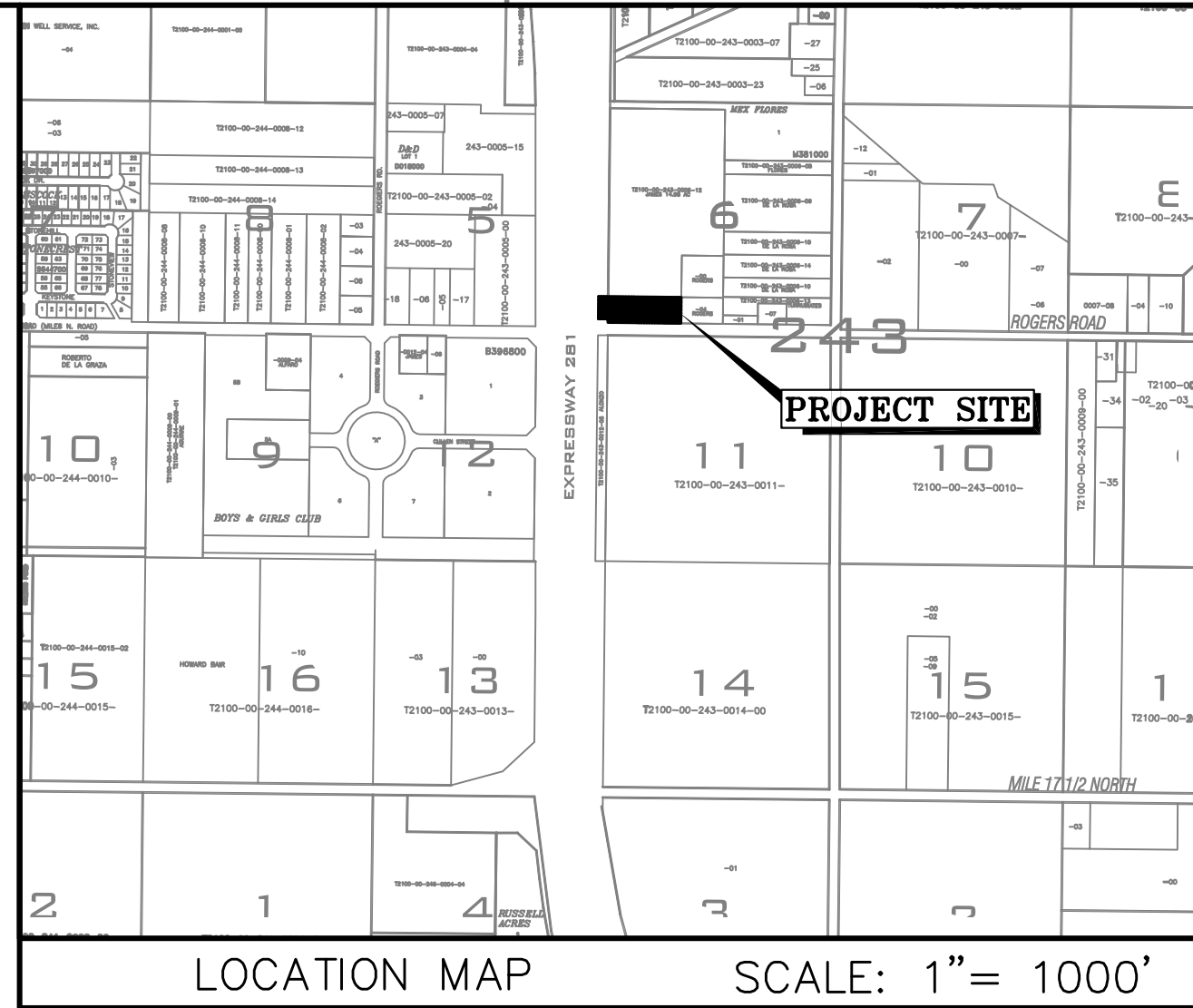
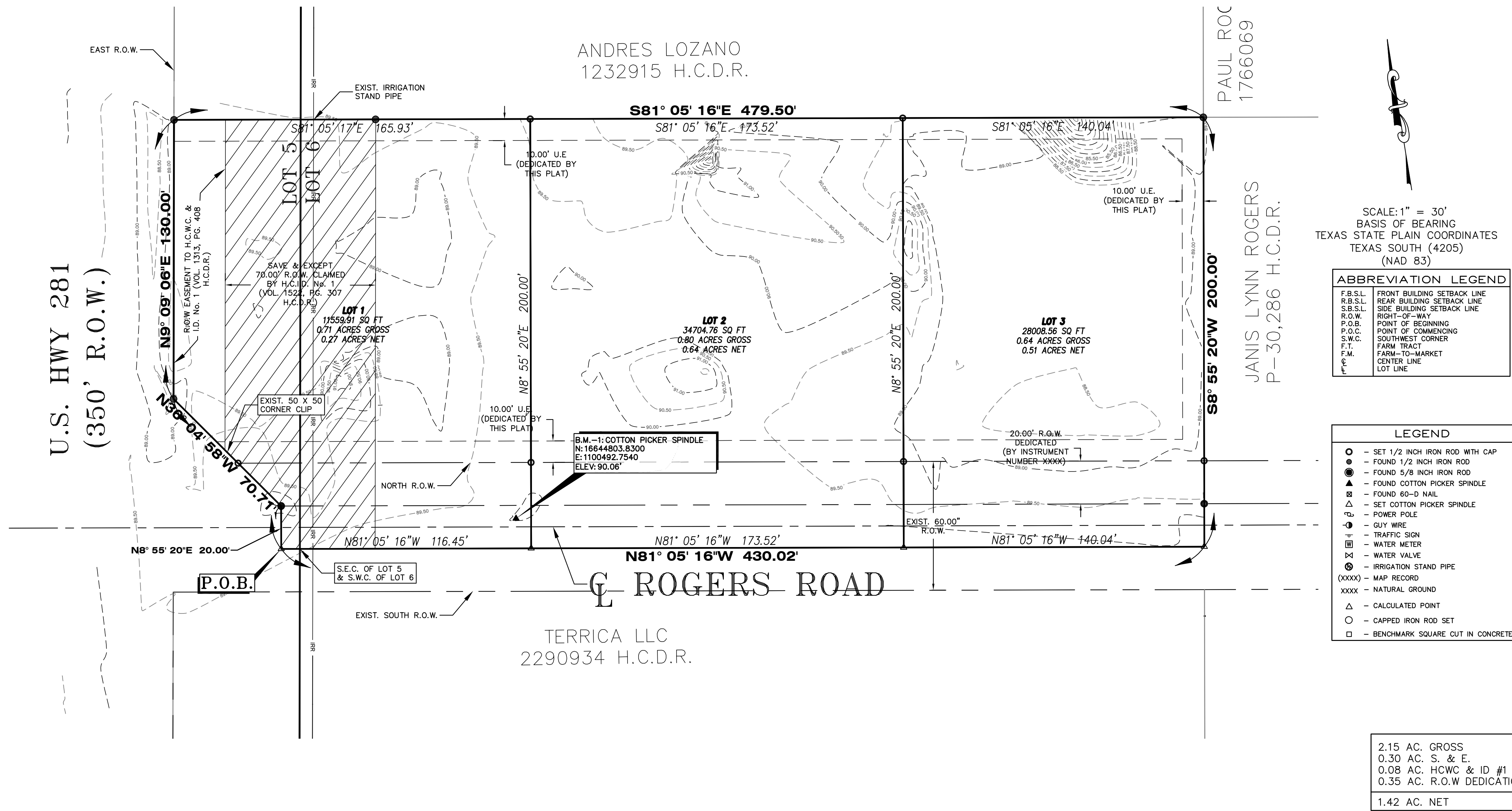
- Expressway 350'
- High Speed Arterial 150'
- Principal Arterial 120'
- Minor Arterial 100'
- Collector 80'
- Prop. Collector 80'
- City Boundary

Edinburg Gateway Plan
An Agenda For 2025

CARPET HOUSE SUBDIVISION

EDINBURG, TEXAS

A 2.15 ACRE TRACT OF LAND, MORE OR LESS, BEING 0.222 ACRES OUT OF LOT FIVE (5), AND THE WEST 1.928 ACRES OF THE SOUTH 3.03 ACRES OF THE WEST ½ OF LOT SIX (6), SECTION TWO HUNDRED FORTY-THREE (243), TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS



GENERAL PLAT NOTES

- FEMA FLOOD ZONE DESIGNATION:**
THE SUBDIVISION IS IN ZONE "X" OF THE FLOOD INSURANCE RATE. AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD, ACCORDING TO THE FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANELS NO.: 480334 0325 D MAP REVISED: JUNE 6, 2000.
- BUILDING SETBACKS:**
FRONT SETBACK: 25.00 FEET
SIDE SETBACK: 10.00 FEET (OR EASEMENT WHICHEVER IS GREATER)
REAR SETBACK: 10.00 FEET (OR EASEMENT WHICHEVER IS GREATER)
- FINISH FLOOR ELEVATION:**
THE FINISH FLOOR ELEVATION SHALL BE 24-INCHES ABOVE THE TOP OF CURB, MEASURED AT THE CENTER OF THE LOT, WHERE NO CURB IS AVAILABLE IT SHALL BE MEASURED AT THE CENTER OF ROGERS RD.
- BENCHMARKS:**
BM-1 IS A COTTON PICKER SPINDLE IN CONCRETE ON THE CONCRETE ENTRANCE LOCATED APPROXIMATELY 14' NORTH FROM THE CENTERLINE OF E ROGERS ROAD ON WITHIN 1x100T RIGHT-OF-WAY OF CLOISNER BLVD. (BUS 281) WITH TOP OF ELEVATION AT 90.06- FEET ABOVE SEA LEVEL, SQUARE CUT COORDINATES N16625604.4200, E1092258.1030.
- DRAINAGE DETENTION:**
IN ACCORDANCE TO THE CURRENT CITY'S STANDARDS REQUIREMENTS THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 2,324.64 CUBIC- FEET OF STORM WATER RUNOFF, BASED ON AN DRAINAGE REPORT APPROVED BY THE HIDALGO COUNTY DRAINAGE DISTRICT #1.
- PROPERTY ZONING:**
COMMERCIAL-GENERAL AND SUBURBAN RESIDENTIAL
PROPERTY SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG REQUIREMENTS AND SPECIFICATIONS, SUCH REQUIREMENTS MAY INCLUDE BUT NOT LIMIT TO THE UNIFIED DEVELOPMENT CODE.
- EASEMENTS:**
EASEMENTS SHALL HAVE NO STRUCTURE OVER ANY EASEMENTS TO INCLUDE FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTING EXCEPT LOW LESS THAN 18-INCHES MATURE HEIGHT, GROUND COVER, GRASS OR FLOWERS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF EASEMENT.
- STORMWATER POLLUTION PREVENTION:**
ALL CONSTRUCTION SHALL COMPLY WITH THE TCEQ - STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
- UTILITY PROVIDERS:**
THE SUBDIVISION IS BEEN SERVED BY THE CITY OF EDINBURG WATER DISTRIBUTION SYSTEM AND THE SANITARY SEWER SERVICE BY O.S.S.F. THE SUBDIVISION IS SERVED BY MAGIC VALLEY ELECTRICAL COOPERATIVE (MVEC) FOR ELECTRICAL.
- ZONING:**
THE CURRENT ZONING OF THIS PROPERTY IS COMMERCIAL GENERAL DISTRICT (CG), AND SUBURBAN RESIDENTIAL.
- ACCESSIBILITY:**
ANY ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY MUST COMPLY WITH THE LATEST VERSION OF 1x100T ACCESS MANAGEMENT MANUAL AND THE CITY EDINBURG 2014 STANDARDS MANUAL.

METES AND BOUNDS

A 2.15 ACRE TRACT OF LAND, MORE OR LESS, BEING 0.22 ACRES OUT OF LOT FIVE (5), AND THE WEST 1.928 ACRES OF THE SOUTH 3.03 ACRES OF THE WEST ½ OF LOT SIX (6), SECTION TWO HUNDRED FORTY-THREE (243), TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS, HIDALGO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

BEGINNING AT A NAIL FOUND IN THE SOUTH LINE OF LOT 5 AND CENTERLINE OF ROGERS ROAD, SAID POINT ALSO BEING LOCATED IN THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281 BYPASS FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, WITH AND ALONG THE EAST LINE OF U.S. HIGHWAY 281 BYPASS NORTH 08°55'20" EAST A DISTANCE OF 20 FEET TO A ½ INCH IRON ROD FOUND IN THE NORTH RIGHT OF WAY LINE OF ROGER ROAD FOR A CORNER OF THIS TRACT;

THENCE, CONTINUING WITH AND ALONG U.S. 281 BYPASS NORTH 36°04'58" WEST A DISTANCE OF 70.71 FEET TO A ½ INCH IRON ROD FOUND FOR A CORNER OF THIS TRACT;

THENCE, CONTINUING WITH AND ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 281 BYPASS NORTH 09°09'06" EAST A DISTANCE OF 130.00 FEET TO A ½ INCH IRON PIPE FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, WITH AND ALONG THE NORTH LINE OF THIS TRACT SOUTH 81°05'16" EAST AT A DISTANCE OF 59.5 FEET PAST THE EAST LINE OF LOT 5, SAME BEING THE WEST LINE OF LOT 6, A TOTAL DISTANCE OF 479.50 FEET TO A ½ INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, WITH AND ALONG THE NORTH LINE OF THIS TRACT SOUTH 08°55'20" WEST AT A DISTANCE OF 180.0 FEET PAST A ½ INCH IRON ROD FOUND IN THE NORTH RIGHT OF WAY LINE OF ROGERS ROAD, A TOTAL DISTANCE OF 200.0 FEET TO THE SOUTH LINE OF LOT 6 AND CENTER LINE OF ROGERS ROAD FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, WITH AND ALONG THE SOUTH LINE OF LOT 6 AND CENTER LINE OF ROGERS ROAD NORTH 81°05'16" WEST AT A DISTANCE OF 420.0 FEET PAST THE SOUTHWEST CORNER OF LOT 6, SAME BEING THE SOUTHEAST CORNER OF LOT 5, A TOTAL DISTANCE OF 430.02 FEET TO THE PLACE OF BEGINNING, SAID TRACT CONTAINING 1.953 ACRES, MORE OR LESS.

SAVE AND EXCEPT THE PORTION OF SAID PROPERTY CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, AS EVIDENCED IN AFFIDAVIT BY RONALD A. CASE IN REGARDS TO VALLEY RESERVOIR AND CANAL COMPANY MAP OF THE IRRIGATION SYSTEM, RECORDED IN VOLUME 1522, PAGE 307, DEED RECORDS OF HIDALGO COUNTY, TEXAS

FILED FOR RECORD IN:
HIDALGO COUNTY
BY ARTURO GUJARDO, JR.
COUNTY CLERK

ON: _____ AT _____ AM/PM
AS A RECORDING NUMBER _____
BY, _____ DEPUTY

OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE **DANIEL GARZA SUBDIVISION** ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

DANIEL GARZA (OWNER)
2706 LASSO TRL
EDINBURG, TX 78541
HIDALGO COUNTY, TEXAS

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **DANIEL GARZA**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2016.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

STATE OF TEXAS COUNTY OF HIDALGO

"I, _____, CHAIRMAN OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR PLAT KNOWN AS **DANIEL GARZA SUBDIVISION** CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____, 2015 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

CHAIRMAN OF PLANNING AND ZONING DEPARTMENT

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS _____ DAY OF _____, 2016 SUBJECT TO THE FOLLOWING:

1) NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHT-OF-WAY EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION.

SECRETARY _____

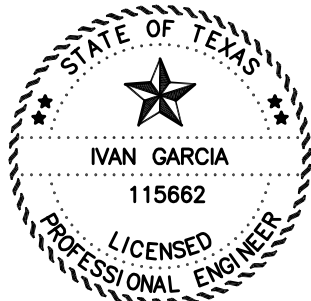
PRESIDENT _____

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS _____ DAY OF _____, 2015.

IVAN GARCIA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 90156 - STATE OF TEXAS



STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG AND HIDALGO COUNTY, TEXAS.

DATED THIS _____ DAY OF _____, 2015.

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027

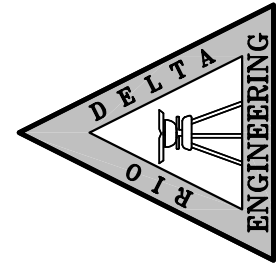


PRINCIPAL CONTACTS:

	NAME	ADDRESS	PHONE & FAX
OWNER:	DANIEL GARZA	2706 LASSO TRL EDINBURG, TX 78541	(956) 739-8889
ENGINEER:	IVAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10TH AVE. EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR:	IVAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10TH AVE. EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



DRAWN: OSCAR CORDOVA III

DESIGN: IVAN GARCIA P.E. R.P.L.S.

CHECKED: IVAN GARCIA P.E. R.P.L.S.

SURVEYOR: IVAN GARCIA P.E. R.P.L.S.

SCALE: 1"=20'

DATE: APRIL, 2016

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF IVAN GARCIA, P.E. 115662 ON APRIL 2016 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

ISSUED FOR:
PRELIMINARY

PLAT SHEET
CARPET HOUSE SUBDIVISION
EDINBURG, TEXAS
HIDALGO COUNTY

PROJECT:
ENG 16 010

PAGE NO.
1 OF 1

AWARDING OF BIDS

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Awarding RFQ 2016-002, City of Edinburg, Bicycle / Pedestrian Master Plan, CSJ: 0921-02-34 to HALFF Associates, Inc., and Authorize the City Manager or His Designated Appointee to Negotiate a Professional Services Contract Pursuant to the City's Ordinances and Procurement Policies. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]

STAFF COMMENTS AND RECOMMENDATION:

Request for Qualifications Consultant Services for City of Edinburg, Bicycle / Pedestrian Master Plan, CSJ: 0921-02-34 were received on Tuesday, July 5, 2016 at 3:00 p.m. City of Edinburg required for the City of Edinburg, Bicycle / Pedestrian Master Plan, CSJ: 0921-02-34.

The qualified firm selected should be experienced in the field of Planning services, having experience in the Planning Master plans. It is expected that the qualified firm selected will have a sufficient level of innovation expertise to carry out the projects without constraints to produce documents in a timely manner. The firm must be prepared to assure the City of Edinburg that key personnel indicated in their qualification statement will maintain their role in each project and that their present workload is such that each project will be completed on or before the due date.

A total of eight (8) Request for Qualifications were received and reviewed by staff. All of the submittals received met the criteria set out in the Request for Qualifications. The following firms listed in ranking order have submitted Statements of Qualifications in response to this RFQ:

- | | |
|-------------------------------------|--|
| 1. HALFF Associates, Inc. | 2. Melden & Hunt Inc. |
| 3. Negrete & Kolar Architects, LLPS | 4. Qunitanilla, Headley and Associates |
| 5. SAMES Engineering, LLC | 6. SWG Engineering, LLC |
| 7. Hickey Peña Architects | 8. Naismith Engineering |

The committee which consisted of the Director of Public Works, Director of Utilities, Director of Community Development / Grant Management, Director of Planning & Zoning, and Assistant Director of Public Works recommends that Council consider the top ranking firm of all of the qualified firms. Staff additionally requests authorization for City Manager or his designated appointee to negotiate a professional services contract with the selected firm. The attached sheet provides the average rankings by Staff of the above firms based on criteria set out in the Request for Qualifications. Funding is available through the Advanced Funding Agreement with the Texas Department of Transportation CSJ: 0921-02-34 and the FY 2015-2016 Department of Public Works Street Division General Operating Budget.

RECOMMENDATION:

Approve Awarding RFQ 2016-002, City of Edinburg, Bicycle / Pedestrian Master Plan, CSJ: 0921-

02-34 to HALFF Associates, Inc., and Authorize City Manager or His Designated Appointee to Negotiate a Professional Services Contract Pursuant to the City's Ordinances and Procurement Policies.

REVIEWED BY:

PREPARED BY:

Tomas D. Reyna,
Assistant Director of
Public Works

/s/ Marissa Garza
Marissa Garza, Director of Community
Development/Grants Management

/s/Richard M. Hinojosa
by SM
Richard M. Hinojosa
City Manager

Â
/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

/s/ Ponciano N.
Longoria P.E., C.F.M.
Ponciano N. Longoria
PE, CFM

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

REQUEST FOR QUALIFICATIONS (RFQ) SUBMITTALS RFQ 2016-002		Total Average Points
		Evaluators
1	HALFF	93.4
2	Melden & Hunt Inc.	90.2
3	Negrete & Kolar Architects, LLP	86.6
4	Qunitanilla, Headly and Associates	82.4
5	SAMES Engineering & Surveying	78.2
6	SWG Engineering, LLC	78.0
7	Hickey Pena Architects	73.8
8	Naismith Engineering Inc	67.2



REQUEST FOR QUALIFICATIONS

**RFQ# 2016-002
CITY OF EDINBURG
BICYCLE / PEDESTRIAN
MASTER PLAN
CSJ: 0921-02-345**

**SUBMITTAL DEADLINE
TUESDAY,
JULY 05, 2016
@ 3:00 PM**



2015-2016 City Officials

Richard H. Garcia, Mayor
Richard Molina, Mayor Pro-Tem
David Torres., Councilmember
J.R. Betancourt, Councilmember
Homer Jasso Jr., Councilmember
Richard Hinojosa., City Manager

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2016-002 CITY OF EDINBURG BICYCLE / PEDESTRIAN MASTER PLAN

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CONTRACT	12
SUBMITTAL REQUIREMENTS	12
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REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until **3:00 p.m. Central Time, on Tuesday, July 5, 2016**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ No. 2016-002 CITY OF EDINBURG BICYCLE/PEDESTRIAN MASTER PLAN

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact Mr. Ponciano Longoria, Director of Public Works, PE. , CFM, at (956) 388-8210.

Hand Delivered RFQ'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ No. 2016-002 CITY OF EDINBURG BICYCLE / PEDESTRIAN MASTER PLAN

The services to be provided under this RFQ shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFQ. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Five (5) complete sets of the response One (1) original marked "**ORIGINAL**," and four (4) copies marked. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFQ/s 90 days after deadline without taking action. Respondents are required to hold their RFQ/s firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFQs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFQ in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFQs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

RFQ **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFQ may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFQ

If unable to submit a RFQ, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFQ a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for City of Edinburg Bicycle/Pedestrian Master Plan as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days

after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(26) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

Responses to the RFQ must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by

Tuesday, July 05, 2016 until 3:00 p.m. for consideration. An original and four (4) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFQ for "CITY OF EDINBURG BICYCLE/PEDESTRIAN MASTER PLAN". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

Hand Delivered RFQ's:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFQ or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.

The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly

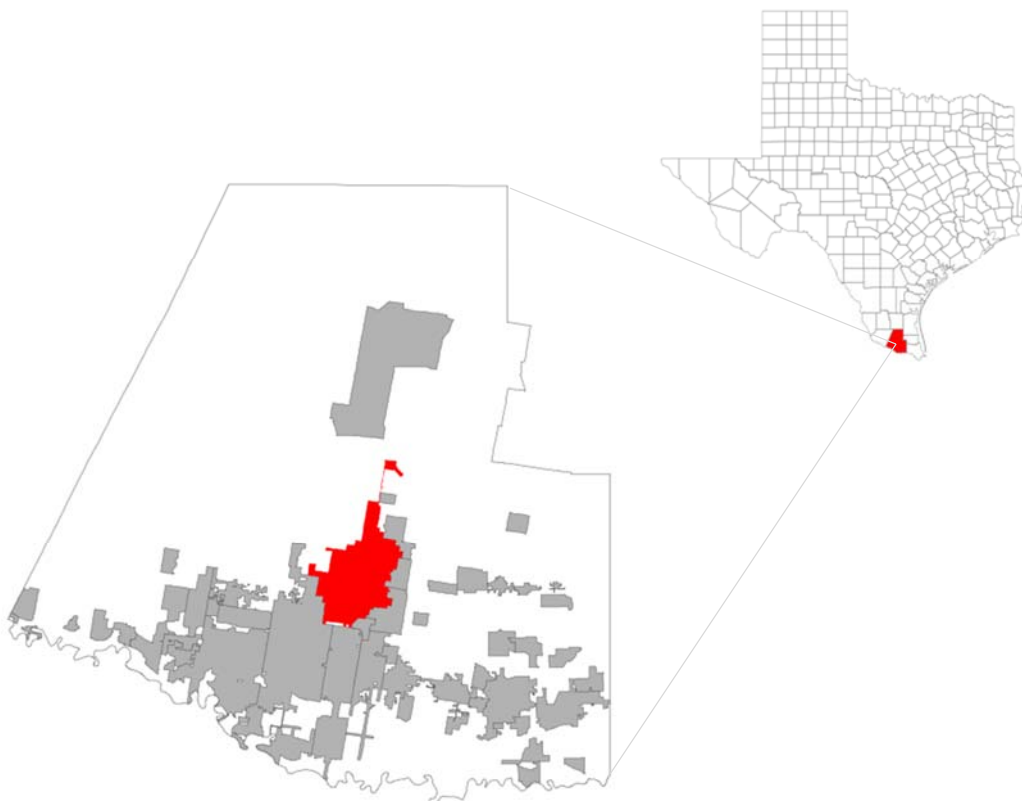
GENERAL

The City of Edinburg's Department of Public Works is currently seeking a qualified consulting firm to collect information and develop a Bicycle/Pedestrian Master Plan for the City of Edinburg. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

The City of Edinburg is interested in improving upon the network of existing facilities and developing new facilities to provide improved and safer bicycle and pedestrian commuting and recreational opportunities. The proposed Master Plan shall show a comprehensive transportation network that could utilize a variety of facilities such as pathways, trails, bike lanes, shared lanes, multi-use pathways, and other types of facilities. The Master Plan will utilize existing and planned pathways, trails, roadway infrastructure, utility and drainage easements, open spaces, and linear parks to connect users to places of interest such as neighborhoods, parks, downtown, work centers, and bus stops, and should provide connectivity to any current or future trails and pathway systems of adjacent communities and within the City of Edinburg. The Master Plan will depict a comprehensive system of off-road and on-road facilities that safely connect neighborhoods and destinations and encourage walking and bicycle travel.

CITY OF EDINBURG General Information

The City of Edinburg is part of the [McAllen-Edinburg-Mission](#) and [Reynosa-McAllen](#) metropolitan area and is 38 sq mi, and as of the 2014 census the City of Edinburg area is home to over 83,000 people.



GOALS OF THE MASTER PLAN

Technical Proposals for the Bicycle/Pedestrian Master Plan should address the following goals:

1. The City of Edinburg shall have a comprehensive Bicycle/Pedestrian Master Plan to guide the planning and development of a network of pathways, hike and bike trails, multi-use pathways, bike lanes, and other facilities that encompasses and interconnects the population of the City of Edinburg study area.
2. The City of Edinburg all have a Bicycle/Pedestrian Master Plan that is coordinated with and shows connectivity to the existing bicycle/pedestrian plans and facilities of McAllen, Edinburg, Mission MSA, and adjacent municipal entities, and with adjacent City of Edinburg.
3. The City of Edinburg's Bicycle/Pedestrian Master Plan shall have design standards that meet or exceed current AASHTO and NACTO guidelines.
4. The City of Edinburg's Bicycle/Pedestrian Master Plan shall identify existing and proposed infrastructure, open space, linear park corridors, and utility and drainage easements, as appropriate, that can be integrated with the bicycle/pedestrian network.
5. The Master Plan's outcomes, strategies, and recommendations shall benefit all aspects of mobility throughout the City of Edinburg study area.
6. The ultimate goal of the Master Plan is to guide the development of a comprehensive system of off-road and on-road pathways, bike lanes, trails, and other facilities that will safely connect users to key destinations throughout the City of Edinburg study area, provide connections to all adjacent communities, provide opportunities for a wide variety of recreational activities, and encourage safe alternative modes of transportation.

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. Successful completion of the Master Plan project will require the minimum following deliverables:

1. General policies, goals, and objectives for the Master Plan.
2. Inventory and analysis of the existing off-road and on-road pathways, bikeways, trails, and all other walking and biking facilities in the City of Edinburg study area, excluding sidewalks.
3. Recommendations to amend, enhance, improve, or alter the existing pathway and trail facilities.
4. A community supported comprehensive network of off-road/on-road pathways, trails, and facilities to connect users to key destinations within the City of Edinburg study area as well as to existing and planned systems in adjacent municipal entities, counties. The system shall incorporate potential linkages, as appropriate, such as existing and future roadways, pathways, trails, linear parks, open spaces, utility easements, drainage easements, and drainage ditches.
5. Identify gaps in the existing network of pathways and trails and develop priorities and project recommendations at a sufficient level of detail to be ready for design and implementation.
6. Assess and make recommendations as to the feasibility of a bike-share program, possibly in coordination with UTRGV, other cities, or entities.
7. Identify high-priority transportation corridors and develop bicycle/pedestrian project recommendations for these corridors.
8. Guidelines for selecting pedestrian and bicycle facilities for each type of roadway.
9. A funding plan that incorporates transportation funding sources and identifies other potential sources such as grants, private funding, and user fees.

10. Consultant information-gathering and presentation at two (2) to three (3) Public Infrastructure Projects Advisory Committee.
11. Consultant hosts presentations at two (2) public information-gathering meetings, as well as a third later meeting at which the draft final Master Plan will be presented to the public.
12. Consultant presentations at two (2) City Council meetings: at least one (1) for the draft report and one (1) for the final report.
13. Ten (10) hard copies of a draft report and one electronic copy in MS Word format with any detailed drawings and foldable maps in .PDF format of a size equal to or greater than 11"X17", .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files for the COE to review. Ten (10) hard copies of the final report and two electronic copies in MS Word and PDF formats, .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

City of Edinburg Bicycle/Pedestrian Master Plan Request for Qualifications (RFQ) is requested to be submitted to the City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM ON JULY 5, 2016.

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify

the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.

3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation or it may choose to follow up with an interview on Monday July 15, 2016 if necessary. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.ther RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	June 17, 2016
Publish RFQ	June 17 & June 24, 2016
RFQ Submission Deadline (Post Marked or Delivered)	July 05, 2016
RFQ Review	June 05–14, 2016
Firms Interviews, if required	July 15, 2016
City Council Selects Firm(s)	July 19, 2016

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Ponciano N. Longoria P.E. C.F.M. Director of Public Works at (956) 388-8210 or plongoria@cityofedinburg.com or Mr. Tomas D. Reyna, Assistant Director of Public Works treyna@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **July 05, 2016 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **CITY OF EDINBURG BICYCLE/PEDESTRIAN MASTER PLAN**.

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND <u>NAME OF COMPANY</u> FOR CSJ:0921-02-345 BICYCLE / PEDESTRIAN MASTER PLAN
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter called "**City**") and NAME OF COMPANY.(hereinafter called "**Consultant**"), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg has authorized staff to request proposals to provide Consultant services for the CSJ: 0921-02-345 Planning/Engineering Services for the City of Edinburg Bicycle / Pedestrian Master Plan. The firm shall provide services for specific projects as may be requested by the City and such services shall be defined, scheduled, and authorized as described in RFQ #2016-002 "**Exhibit D**" and **this Agreement**; and

WHEREAS, the Consultant has the professional knowledge and abilities to perform the professional planning/engineering services; and

WHEREAS, the City desires to engage the Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I **EMPLOYMENT OF CONSULTANT**

City agrees to employ Consultant to furnish and provide the surveying services, as stated in this agreement and **Exhibit "A, C, & D"**. Upon receipt of such satisfactory services, the City agrees to pay Consultant as stated in this agreement.

SECTION II **BASIC SERVICES OF CONSULTANT**

The Consultant shall, in the scope of his work, perform the Scope of Services (herein called "Project") as specifically identified in **Exhibit "A, C, & D"** of this document. City shall provide Consultant with authorization to proceed, after execution of this agreement.

SECTION III **RESPONSIBILITY OF THE CITY**

City will facilitate Consultant's work by the following tasks:

- A. Provide Consultant with full information as to requirements for the project.
- B. Assist Consultant by providing all available information pertinent to the Project, including all other data related to the Project.
- C. Facilitate access to and make provisions for Consultant to enter upon public property as required for Consultant to perform its services.
- D. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- E. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. The Consultant shall perform the Planning Services, more specifically described in Exhibits "A, B, & D".
- B. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall keep the City informed of the performance of the Consultant's duties under this Agreement. The Consultant shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the reports, or other services.
- C. The Consultant shall perform the surveying services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- D. The City's review or approval of reports, and other services furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement. The Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond the Consultant's control.

- F. The Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that the City may have against the Consultant for consultant's errors or omissions.
- G. All reports, drawings, plans, and other documentation pertaining to the Project become the property of the City of Edinburg.

SECTION V

PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and services herein contracted for as follows:

- A. City hereby agrees to pay in the amount not exceed **FEE** (for basic services excluding additional services. The Payment for such services in further detailed in **Exhibit "C"**, the Planning services for the City of Edinburg Bicycle / Pedestrian Master Plan and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a time-and-material basis pursuant to any specific task proposal and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. Consultant shall provide an invoice in accordance with City regulations.
- C. City shall authorize all payments made for services rendered. Payment terms shall be net thirty (30) days from receipt of invoice.
- D. If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, the governing body of the municipality must approve change

orders before making the changes pursuant to the City's Code of Ordinances and any other applicable laws of this State.

- E. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

SECTION VI

TIME OF PERFORMANCE

Consultant contracts and agrees to provide Surveying Services set forth in this contract and as specified by the City in **Exhibit "A, C, & D"**. Work will continue until the Project is declared technically complete by the City Staff.

SECTION VII

TERM OF AGREEMENT

The term of this Agreement shall be six (6) months commencing on the date of its execution with the option to extend an additional year upon the approval from the City of Edinburg. If approved by the City, the City shall provide the Consultant with a written notice of the approval of the extension.

SECTION VIII

MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage

\$100,000 each occurrence
\$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

Evidence of the above insurance coverage shall be required prior to final execution of the agreement.

Consultant shall be adequately insured and carries liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of the consultant or its employees.

SECTION IX
TERMINATION

- A. Either party to this agreement shall have the right to terminate this contract at any time after thirty (30) days' written notice, upon payment to Consultant for services rendered and obligations incurred to date, according to this contract. In that event, the City's liability to Consultant shall be limited to payment for services rendered through the date of such notice to terminate.
- B. Consultant will deliver or otherwise make available to the City within ten (10) days all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.
- C. Upon termination under paragraph A of Section IX, the City may take over the work and may award another party an Agreement to complete the work under this Agreement.

SECTION X
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

- A. Any controversy, claim or dispute between the parties arising out of or relating to the provisions of this Agreement or the breach, termination or validity thereof shall, upon written request of either party, immediately be referred jointly for resolution of the controversy by non-binding mediation.
- B. The mediation must be concluded within any period mutually agreed upon by the parties but in no event no later than within forty-five (45) days after written notice is given by either party of its intent to proceed to mediation. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If, after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within the forty-five (45) day period, the parties may proceed in accordance with paragraph (C) below.
- C. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the matter in controversy. Venue is mandatory in Hidalgo County, Texas.

SECTION XI
INDEMNIFICATION

- A. Consultant agrees to and shall indemnify and hold harmless and defend the City of Edinburg, Texas, its officers, agents and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property arising out of or directly connected with the negligence of the Consultant, its agents, officers and employees, carried out in furtherance of this agreement.
- B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design.

SECTION XII
CHANGES

- A. The City may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the Consultant's cost or time required to perform any services under this Agreement, whether or not changed by any order, the Consultant shall notify the City regarding any claim for adjustment in writing within (30) days from the date it receives the City's notification of change, unless the City grants additional time

before the date of final payment. Any adjustments must be approved by the City Council as provided for in the City's Code of Ordinances and any other applicable laws of this State.

- B. No services, for which the Consultant will charge an additional compensation, shall be furnished without the written authorization of the City.

SECTION XIII **SEVERABILITY**

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV **NOTICE**

All notices or other communications required under this Agreement may be affected either by personal delivery in writing or by Certified Mail, Return Receipt Requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth on the below or when mailed to the last address provided in writing to the other party by the addressee.

SECTION XV **NON-APPROPRIATIONS**

Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

If the City cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten days' written notice to the other party. Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XVI **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XVII **MISCELLANEOUS**

Any changes to this document must be approved by City and signed by both parties to the agreement.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2016.

CITY OF EDINBURG:

BY: _____
Richard M. Hinojosa, City Manager
City of Edinburg
415 W. University Dr
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Myra L. Ayala Garza, City Secretary

APPROVED AS TO FORM:

PALACIOS, GARZA & THOMPSON P.C.

BY: _____
City Attorney

NAME OF COMPANY

BY: _____
Name
Title
Address
City, State, Zip
Phone
Fax:
Email:

Attachments: Exhibit "A" Scope of Work
Exhibit "B" Insurance
Exhibit "C" Proposal
Exhibit "D" RFQ 2016-002

SAMPLE

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR CSJ:0921-02-345 BICYCLE / PEDESTRIAN MASTER PLAN**

SAMPLE

SCOPE OF WORK:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City with planning/engineering services specified below and in, "Request for Qualifications #2016-002 City of Edinburg Bicycle / Pedestrian Master Plan CSJ: 09121-02-345

Consultant services m include, but not be limited to:

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Public Works staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. Successful completion of the Master Plan project will require the minimum following deliverables:

1. General policies, goals, and objectives for the Master Plan.
2. Inventory and analysis of the existing off-road and on-road pathways, bikeways, trails, and all other walking and biking facilities in the City of Edinburg study area, excluding sidewalks.
3. Recommendations to amend, enhance, improve, or alter the existing pathway and trail facilities.
4. A community supported comprehensive network of off-road/on-road pathways, trails, and facilities to connect users to key destinations within the City of Edinburg study area as well as to existing and planned systems in adjacent municipal entities, counties. The system shall incorporate potential linkages, as appropriate, such as existing and future roadways, pathways, trails, linear parks, open spaces, utility easements, drainage easements, and drainage ditches.
5. Identify gaps in the existing network of pathways and trails and develop priorities and project recommendations at a sufficient level of detail to be ready for design and implementation.
6. Assess and make recommendations as to the feasibility of a bike-share program, possibly in coordination with UTRGV, other cities, or entities.
7. Identify high-priority transportation corridors and develop bicycle/pedestrian project recommendations for these corridors.
8. Guidelines for selecting pedestrian and bicycle facilities for each type of roadway.
9. A funding plan that incorporates transportation funding sources and identifies other potential sources such as grants, private funding, and user fees.
10. Consultant information-gathering and presentation at two (2) to three (3) Public Infrastructure Projects Advisory Committee.
11. Consultant hosts presentations at two (2) public information-gathering meetings, as well as a third later meeting at which the draft final Master Plan will be presented to the public.
12. Consultant presentations at two (2) City Council meetings: at least one (1) for the draft report and one (1) for the final report.
13. Ten (10) hard copies of a draft report and one electronic copy in MS Word format with any detailed drawings and foldable maps in .PDF format of a size equal to or

greater than 11”X17”, .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files for the COE to review. Ten (10) hard copies of the final report and two electronic copies in MS Word and PDF formats, .shp or .gdb GIS files, and ArcMap .mxd and .dwg files, and .kml or .kmz files.

**EXHIBIT “B” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR CSJ:0921-02-345 BICYCLE / PEDESTRIAN MASTER PLAN**

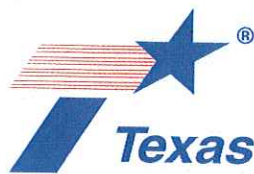
SAMPLE

**EXHIBIT “C” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR CSJ:0921-02-345 BICYCLE / PEDESTRIAN MASTER PLAN**

SAMPLE

**EXHIBIT “D” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
COMPANY FOR CSJ:0921-02-345 BICYCLE / PEDESTRIAN MASTER PLAN**

SAMPLE



Texas Department of Transportation

600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

June 29, 2016

The Honorable Richard H. Garcia
Mayor, City of Edinburg
P.O. Box 1079
Edinburg, Texas 78540

**RE: Fully Executed Advance Funding Agreement (AFA)
City of Edinburg Bicycle and Pedestrian Plan
CSJ: 0921-02-345**

Dear Mayor Garcia:

Enclosed for your records is a fully executed Advance Funding Agreement between the State of Texas and the City of Edinburg concerning the Edinburg Bicycle and Pedestrian Plan.

Since the City will be responsible for managing and/or performing work under this contract for which reimbursement will be provided by or through the State, the City must ensure training is completed before any work begins. Training is considered complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The individual who receives the training certificate may be an employee of the City or an employee of a firm that has been contracted by the City to perform oversight of the Project. In addition, in managing and/or performing the work the City will need to follow local government project procedures which can be found at <http://www.dot.state.tx.us/business/governments/lgpp.htm>.

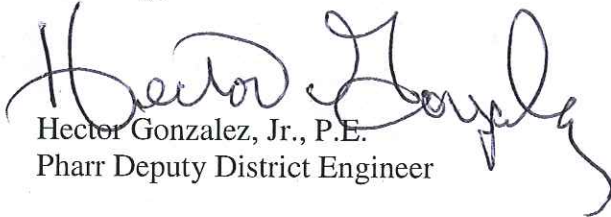
Mr. Joseph Leal, P.E., out of the Pharr District Office, has been designated as our Project Manager for this project and can be reached at (956)702-6247 or via email at Joseph.Leal@txdot.gov. Please work directly with Mr. Leal on all matters regarding this project and provide him with the required training certificate before you begin any work.

At this time the City's estimated share of Preliminary Engineering Direct State Costs associated with this project is due and payable. Please remit a check in the amount of \$30,000 made payable to the Texas Department of Transportation Trust Fund to the attention of Ms. Roxana Garcia, our Advance Transportation Planning Director, at the above address for further processing.

Honorable Richard H. Garcia
June 28, 2016
Page 2

If you have any questions regarding this submission please contact Ms. Garcia or me at (956)702-6100.

Sincerely,



Hector Gonzalez, Jr., P.E.
Pharr Deputy District Engineer

Attachments

cc: Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Roxana Garcia, Advance Transportation Planning Director
Rene Garza, P.E., Pharr Area Engineer
Joseph Leal, P.E., Project Manager
Project File

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
MPO SELECTED OFF-SYSTEM**

This Advance Funding Agreement for a Transportation Alternatives Project ("**Agreement**") is made between the State of Texas ("**State**"), acting through the Texas Department of Transportation, and City of Edinburg ("**Local Government**"), acting through its duly authorized officials.

BACKGROUND

Local Government prepared and submitted to State or Metropolitan Planning Organization ("**MPO**") a nomination form for consideration under the Transportation Alternatives Program ("**TAP**") for the project, which is briefly described as **Edinburg Bicycle and Pedestrian Master Plan** ("**Project**").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission ("**Commission**") passed Minute Order Number 114213 ("**MO**") dated February 26, 2015 awarding funding for projects in the 2015 TAP Program Call of the Hidalgo County MPO, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- 1.1.** Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
- 1.2.** Period of Performance.
1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("FPAA") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("SLOA") for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

- 2.1.** This Agreement may be terminated by any of the following conditions:
- a. By mutual written consent and agreement of all parties;
 - b. By any party with 90 days written notice; or
 - c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- 2.2.** If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- 2.3.** If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- 2.4.** A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
- a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
 - b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 - c. Local Government withdraws from participation in Project.
 - d. State determines that federal funding may be lost due to Project not being implemented and completed.

- e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
 - f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
 - g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.
- 2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: **The Edinburg Bicycle and Pedestrian Master Plan in the area of the City of Edinburg will facilitate proposed bicycle and pedestrian facilities. The study will provide for future improvements for the City's bicycle network along with alternative modes of transportation for pedestrians.**
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.
- 5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate

agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

- 5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.
- 5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

- 7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("TAS") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

- 9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- 9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 9.3. When architectural and engineering services are provided by or through State, then the following applies:
State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities – Not Applicable

- 10.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.
- 10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance – Not Applicable

- 11.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement

also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

- 11.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 11.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 11.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

- 12.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- 12.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 12.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("FPAA"), or other federal documents.

- 12.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- 12.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 12.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- 12.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- 12.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 12.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.
- 12.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 12.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 12.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under

this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- 12.13. State will not pay interest on any funds provided by Local Government.
- 12.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 12.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 12.16. If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

- 13.1. All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Mayor	Director of Contract Services
City of Edinburg	Texas Department of Transportation
PO Box 1079	125 E. 11 th Street
Edinburg, TX 78540	Austin, TX 78701-2483

- 13.2. All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to State, Local Government, and, if federally funded, the FHWA, and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, State, Local Government, and the FHWA and their duly authorized

representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

Local Government shall comply with the regulations of the U. S. Department of Transportation ("DOT") as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

- 24.1. The parties shall comply with the Disadvantaged Business Enterprise ("DBE") Program requirements established in 49 CFR Part 26.
- 24.2. Local Government shall adopt, in its totality, State's federally approved DBE program.
- 24.3. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- 24.4. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- 24.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).
- 24.6. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 26.1. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 26.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 26.3. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

- 27.1. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

- 27.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

- 28.1. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- 28.2. Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
 1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- 29.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- 29.2. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required

CSJ: 0921-02-345
District #: 21 - Pharr
Code Chart 64#: 12950
Project: Edinburg Bike and Pedestrian Plan
CFDA Title: Highway Planning and
Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated opposite that party's signature.

City of Edinburg

Date: 6-14-16

By: 
Signature

Richard M. Hinojosa

Typed or Printed Name

City Manager

Title

THE STATE OF TEXAS

Date: 06/24/16

By: 

Kenneth Stewart

Director of Contract Services

Texas Department of Transportation

CSJ: **0921-02-345**

District #: **21 - Pharr**

Code Chart 64#: **12950**

Project: **Edinburg Bike and Pedestrian Plan**

CFDA Title: **Highway Planning and
Construction**

CFDA # **20.205**

Federal Highway Administration

Not Research and Development

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

RESOLUTION NO. 2250

STATE OF TEXAS	§	A RESOLUTION AUTHORIZING THE CITY MANAGER FOR THE CITY OF EDINBURG, TEXAS, TO ENTER INTO AN ADVANCE
COUNTY OF HIDALGO	§	FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND
CITY OF EDINBURG	§	AUTHORIZING THE COMMITMENT TO FUND AND COMPLETE FOR THE EDINBURG BICYCLE AND PEDESTRIAN MASTER PLAN (CSJ# 0921-02-345)

WHEREAS, the City of Edinburg, hereinafter referred to as Sponsor, for the Texas Department of Transportation, hereinafter referred to as plan for the Edinburg Bicycle and Pedestrian Master Plan.

WHEREAS, the Sponsor will administer said plan in a manner consistent with the Transportation Alternatives Program Project MPO Selected Off-System Project as approved by the State; and

WHEREAS, the Sponsor intends to request financial assistance from the Texas Department of Transportation to construct said plan in an amount not to exceed eighty percent (80%) or the State's maximum match of One Hundred Twenty Thousand Dollars (\$120,000), whichever is less; and

WHEREAS, local funds in the amount of Thirty Thousand Dollars (\$30,000), representing the City's twenty percent (20%) match but the Economically Disadvantaged County Designation will be reduced to one percent (1%) of the twenty percent (20%) of One Thousand Five Hundred (\$1,500) estimated and the amount of Thirty Thousand Dollars (\$30,000) comprising State's Indirect Cost as set out in Exhibit "A".

WHEREAS, the Sponsor will contract and be responsible for the administration of contracts necessary for completion of plan.

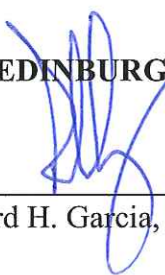
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

The Sponsor hereby requests state funding from the Texas Department of Transportation under the Transportation Alternatives Program Project for this plan.

AND, BE IT FURTHER RESOLVED, that the City Manager is hereby directed to execute on behalf of the Sponsor, at the appropriate time, and with the appropriate authorizations of this governing body all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the completion of the Edinburg Bicycle and Pedestrian Master Plan as set out in Exhibit "A".

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Code Annotated, Government Code § 551.041, on this the 7th day of June 2016.

CITY OF EDINBURG, TEXAS

By: 
Richard H. Garcia, Mayor

ATTESTED

By: 
Myra L. Ayala Garza, City Secretary



APPROVED AS TO FORM

PALACIOS, GARZA & THOMPSON P.C.

By: 
City Attorney

CSJ: 0921-02-345

District #: 21 - Pharr

Code Chart 64#: 12950

Project: Edinburg Bike and Pedestrian Plan

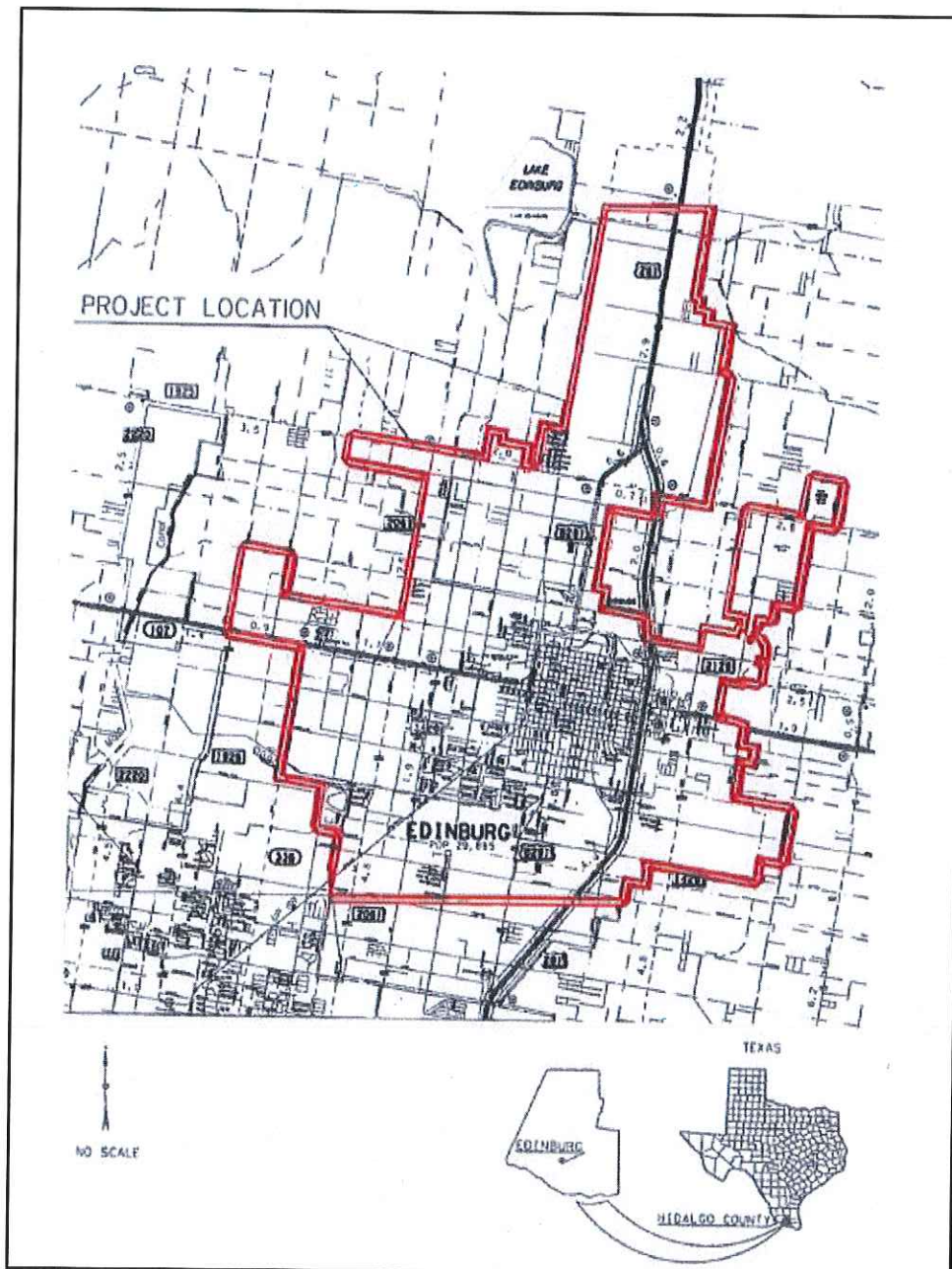
CFDA Title: Highway Planning and
Construction

CFDA # 20.205

Federal Highway Administration

Not Research and Development

ATTACHMENT B PROJECT LOCATION MAP



CSJ: 0921-02-345
 District #: 21 - Pharr
 Code Chart 64#: 12950
 Project: Edinburg Bike and Pedestrian Plan
 CFDA Title: Highway Planning and
 Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS
 LG Performs PE Work or Hires Consultant

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering	\$150,000	80%	\$120,000	19%	\$28,500	1%	\$1,500
Work by LG Subtotal	\$150,000		\$120,000		\$28,500		\$1,500
Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation <small>Includes additional percentage for TDC apportionment where applicable</small>		State Participation		Local Government (LG) Participation <small>Includes any EDC reduction where applicable</small>	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering ¹	\$30,000	0%	\$0	0%	\$0	100%	\$30,000
Environmental Cost ¹	\$0	0%	\$0	0%	\$0	100%	\$0
Right of Way ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Indirect State Costs (6.2%)	\$9,300	0%	\$0	100%	\$9,300	0%	\$0
Direct & Indirect State Cost Subtotal	\$39,300		\$0		\$9,300		\$30,000
TOTAL PARTICIPATION	\$189,300		\$120,000		\$37,800		\$31,500

CSJ: 0921-02-345

District #: 21 - Pharr

Code Chart 64#: 12950

Project: Edinburg Bike and Pedestrian Plan

CFDA Title: Highway Planning and
Construction

CFDA # 20.205

Federal Highway Administration

Not Research and Development

The estimated total participation by Local Government is \$31,500, plus 100% of overruns.

Total estimated payment by Local Government to State is \$30,000.

¹Local Government's first payment of \$30,000 is due to State within 30 days from execution of this contract.

²Local Government's second payment of \$0 is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$120,000.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Awarding RFP No. 2016-020 Cisco SmartNet Renewals, to Presidio Networked Solutions Group, LLC in the Amount of \$20,731.73. [Leo Gonzales, Jr., Director of Information Technology]

STAFF COMMENTS AND RECOMMENDATION:

On Monday, July 18, 2016, RFP No. 2016-020 was opened. Six (6) proposals were received and reviewed. All RFPs were deemed responsive as evaluated in accordance to the evaluation criteria outlined within the Request for Proposal. The evaluation criteria included the proposer's 1) total cost and 2) ability to meet Cisco SmartNet Renewal Specifications.

The following firms were evaluated: Presidio Networked Solutions, General Datatech, L.P., PCMG Inc., CDW Government LLC, Desert Communications, Inc., and SHI Government Solutions. After evaluation of the established criteria, it was determined that Presidio Networked Solutions LLC was the highest ranking firm.

Cisco SmartNet is for Warranty Renewals of City network equipment part of the City Wide Area Network. The equipment is critical to the City's network functionality and must have continued SmartNet Warranty in order to receive support and/or device replacement from Cisco.

Funding is available within the 2015-2016 General Fund Operating Budget. The City has verified that no money is owed to the City by Presidio Networked Solutions. The City of Edinburg has previously done business with and purchased warranty renewals from Presidio Networked Solutions.

RECOMMENDATION:

Approve Awarding RFP No. 2016-020 Cisco SmartNet Renewals, to Presidio Networked Solutions, LLC in the Amount of \$20,731.73.

REVIEWED BY:

PREPARED BY:

Leo Gonzales

/s/Richard M. Hinojosa
by SM

Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

/s/Leo Gonzales

Leo Gonzales
Director of Information
Technology

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

THE CITY OF EDINBURG

REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Monday, July 18, 2016**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP #2016-020 **CISCO SMARTNET RENEWALS**

If you have any questions or require additional information regarding this RFP, please contact Mr. Leo Gonzalez, Jr., Director of Information Technology, at (956) 388-8201.

Hand Delivered RFP'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **60** days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.



Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1) The purpose of these solicitation documents is to execute a Professional Services Contract for:

CISCO SMARTNET RENEWALS

INTENT

(2) The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3) RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Four (4) complete sets of the response, One (1) original marked "**ORIGINAL**," and three (3) copies marked "**COPY**". RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

Hand Delivered RFP'S:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFP's:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

(4) The City of Edinburg may hold RFP/s **60** days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT TO REJECT/AWARD

(5) The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

ASSIGNMENT

(6) Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

(7) Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

NUMBER OF CONTRACTS

(8) THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIREMENTS

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

(10) RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initiated by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for CISCO SMARTNET RENEWALS as specified.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this

Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the

amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

(26) The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(27) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(28) The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(29) Responses to the RFP must be addressed to City Secretary, City of Edinburg, 415 W. University Drive by **Monday, July 18, 2016 until 3:00 p.m.** for consideration. An original and three (3) complete sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for **"CISCO SMARTNET RENEWALS"**. **Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.**

Hand Delivered RFP's:

415 W. University Drive
c/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg
c/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

(30) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

RFP PREPARATION COSTS

(31) The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(32) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(33) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

SECTION II INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **RFP #2016-020 PURCHASE OF CISCO SMARTNET RENEWAL**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 Proposal Format: Proposals shall be submitted in the following format and include the following information.

- a) Detailed response to information requested in Section III
- b) Cost proposals per detailed specifications in Section IV signed by responsible party

1.3 It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal.

1.4 Proposers will be notified in writing of any change in the specifications contained in this RFP.

1.5 No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Edinburg. No employee of the City of Edinburg is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

1.6 Right of Rejection and Clarification: The City of Edinburg reserves the right to reject any and all proposals and to request clarification of information from any proposer. The City of Edinburg is not obligated to accept a cost proposal on the basis of any proposal submitted in response to this document.

1.7 Denial of Reimbursement: The City of Edinburg will not reimburse proposers for any costs associated with the preparation and submittal of any proposal.

1.8 Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City of Edinburg for the purpose of influencing consideration of this proposal.

1.9 Right of Withdrawal: A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

1.10 Right of Negotiation: The City of Edinburg reserves the right to negotiate with the selected proposer the exact terms and conditions of the proposal.

1.11 Right of Rejection of Lowest Fee Proposal: The City of Edinburg is under no obligation to award this project to the proposer offering the lowest cost proposal. Evaluation criteria included in this document shall be used in evaluating proposals.

1.12 Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Edinburg, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.13 Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Edinburg, its employees, and agents, from any liability of any nature or kind in regard to the delivery of the CISCO SMARTNET RENEWAL.

1.14 Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Edinburg when received.

1.15 Basis of Award: Proposals will be evaluated according to the following criteria:

- a) Cost of CISCO SMARTNET RENEWAL (50 points)
- b) Proposer's ability to meet Cisco Smartnet Renewal specifications (50 points)

Proposals will be evaluated by a Selection Committee to select the vendor of choice.

1.16 Copies: An original and three copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

1.17 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed

Technical Questions should be addressed to:

Leo Gonzales Jr.
Information Technology Department
lgonzales@cityofedinburg.com
(956) 388-8201

1.18 Submittal of Qualifications: Statement of Qualifications is **not** required for this proposal.

1.19 Price Quote: The Price Quote for CISCO SMARTNET RENEWAL provided to the City of Edinburg by the proposer shall consist of

- 1) The Request for Proposal (RFP) containing the detailed pricing for the CISCO SMARTNET RENEWAL being requested by the City of Edinburg.

The City of Edinburg reserves the right to request proposer to clarify any such CISCO SMARTNET RENEWAL pricing information being submitted and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or proposer's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

1.20 Cancellation of Purchase: The City of Edinburg may cancel the purchase at any time prior to the submission of Purchase Order. Should the City of Edinburg exercise its right to cancel the purchase for any such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the proposer.

SECTION III SCOPE OF WORK

2.0 Purpose:

The purpose of this Request for Proposal is to define the City's requirements for the purchase of CISCO SMARTNET RENEWAL. The City seeks to purchase CISCO SMARTNET RENEWAL – Smart Net Total Care (8x5xNext Business Day) for the Cisco devices as listed in Section IV of the Cost Proposal.

The requirements of this RFP include: CISCO SMARTNET RENEWAL – Smart Net Total Care is the only requirement for this Request for Proposal. No vendor services are needed or required as part of this Request for Proposal. Cisco Smart Net Total Care is requested for the Cisco devices as listed.

2.1 Pricing:

The City of Edinburg is seeking to purchase CISCO SMARTNET RENEWAL – Smart Net Total Care for the Cisco devices as specified in Section IV. The proposer must list detailed pricing on all items listed in the Cost Proposal for all Cisco devices listed. Section IV details all City Cisco equipment requiring Cisco Smartnet Renewal – Smart Net Total Care. CISCO SMARTNET RENEWAL – Smart Net Total Care quoted must be quoted for the exact City Cisco devices listed with appropriate serial numbers. Any proposal that is submitted with different CISCO SMARTNET RENEWAL – Smart Net Total Care specifications may be excluded from the selection process.

2.2 Cisco Smartnet Renewal:

The City of Edinburg is requesting pricing for CISCO SMARTNET RENEWAL – Smart Net Total Care for all Cisco devices as specified in Section IV.

SECTION IV
Cisco Equipment

City of Edinburg - Information Technology Department					
Network Equipment Inventory					
Site	#	Brand	Type	Model Number	Serial Number
City Hall	1	Cisco	UCS	C220 M3	FCH1813V05F
	2	Cisco	ASA to PD	5508X	JMX1927Z0PB
Wastewater Treatment Plant	1	Cisco	Router	2901	FTX16128069
Boys & Girls Club - Kuhn St.	1	Cisco	Router	2901/ k9	FTX1613870S
Fire Substation # 3	1	Cisco	Router	2901 /k9	FTX161386YT
Fire Substation # 4	1	Cisco	Router	2901/ k9	FTX16138739
New Boys and Girls Club - Cullen St	1	Cisco	Router	2901	FTX1447046B
West Water Treatment Plant	1	Cisco	Router	2901	FTX1613870W
Boys and Girls Club - Sugar Rd.	1	Cisco	Router	2901	FTX1613870P
Downtown Water Treatment Plant	1	Cisco	Router	2901 /k9	FTX161386YU
Ebony Golf Course	1	Cisco	Router	2901 /k9	FTX16138746
Public Library	1	Cisco	Router	2901/K9	FTX1613872W
Fire Station #1	1	Cisco	Router	2921/K9	FTX1611AJJ6

Parks & Recreation	1	Cisco	Router	2921 /k9	FTX1847AKUJ
	2	Cisco	ASA	ASA5512	FTX1845106E
	3	Cisco	Router	2921 /k9	FTX1847AM3D
	4	Cisco	WLC	5508	FCW1842L08G
	5	Cisco	Router	c3900- spe250 /k9	FOC184853G6
	6	Cisco	Switch	WS-C3750V2-48PS-S	FDO1519X3FU
	7	Cisco	Switch	C2960X	FCW1845A67D
	8	Cisco	Switch	C2960X	FOC1837S5DQ
	9	Cisco	Switch	C2960X	FOC1837S60C
	10	Cisco	Switch	C2960X	FCW1838A5N2
	11	Cisco	Switch	C2960X	FCW1838A5PQ
	12	Cisco	Switch	C2960X	FCW1838A5PW
	13	Cisco	Switch	C2960X	FCW1838A5Q1
	14	Cisco	Switch	C2960X	FOC1837S5TK
	15	Cisco	Switch	C2960X	FOC1837S5S6
	16	Cisco	Switch	C3850	FCW1841C1EC
	17	Cisco	Switch	C3850	FOC1842X1LZ
	18	Cisco	Switch	C3850	FOC1842U1KM
Fire Substation # 2	1	Cisco	Router	Cisco 2901/K9	FTX161386ZK
Los Lagos Golf Course	1	Cisco	Router	2901/ k9 V4	FTX161386ZB
Police Department	1	Cisco	Switch	WS-C3750X-48P-S	FDO1528R1LU
	2	Cisco	Switch	WS-C3750X-48P-S	FDO1528R0FZ
	3	Cisco	Switch	WS-C3750X-48P-S	FDO1528R0G6
	4	Cisco	Switch	WS-C3750X-48P-S	FDO1528K0EV
	5	Cisco	Router	2921 /K9 v06	FTX1611AJJQ
	6	Cisco	ASA	ASA5508v01 to McA	JMX1932Z047
	7	Cisco	Router	2901/k9 V06	FTX181882YX
	8	Cisco	UCS	C220 M3	FCH1813V2VV
	9	Cisco	WLC	5508	FCW1843L07M
	10	Cisco	Switch	WS-C3750X-48P-S	FDO1528K164
	11	Cisco	Switch	WS-C3750X-48P-S	FDO1528R1LL

	12	Cisco	ASA	ASA5508v01 McA to Edn	JMX1931Z11U
World Birding Center	1	Cisco	Router	2901	FTX16128066
	2	Cisco	Switch	2960	FOC1849W6MA
Service Center - Doolittle	1	Cisco	Router	2901/K9	FTX16138701
Airport	1	Cisco	Router	2901/k9	FTX1613873X
	2	Cisco	Switch	Catalyst 2960	FOC1933S60J
Solid Waste Mgmt. (Landfill)	1	Cisco	Router	2921 /K9	FTX1502AJLH
	2	Cisco	Switch	2960S	FOC1444Y25E
	3	Cisco	Switch	2960S	FOC1444Y24L
	4	Cisco	Switch	2960S	FOC1443X78D

I have read and understood the requirements set forth in this RFP # and agree to comply except as noted.
The cost proposal includes all shipping and handling and detailed pricing on CISCO SMARTNET
RENEWAL items as required by the City of Edinburg.

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE: (_____) _____
Area Code

FAX: (_____) _____
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____

PURCHASE OF CISCO SMARTNET RENEWALS RFP # 2015-003		PROPOSER'S COST OF CISCO SMARTNET RENEWAL		PROPOSER'S ABILITY TO MEET CISCO SMARTNET RENEWAL SPECIFICATIONS		
		0-50		SCORE RANGE 0-50		
		SCORE MAX 50		SCORE MAX 50		
		PROPOSER'S COST OF CISCO SMARTNET RENEWAL		PROPOSER'S ABILITY TO MEET CISCO SMARTNET RENEWAL SPECIFICATIONS		
COMPANY	Cost	Ranking	TOTAL	Ranking	TOTAL	COMBINED TOTAL FOR RFP
SHI	\$24,631.28	44		50		94
PCMG	\$22,450.34	46		50		96
GDT	\$21,904.50	48		50		98
CDW	\$27,977.12	40		50		90
Desert Communication	\$25,748.90	42		50		92
Presidio	\$20,731.73	50		50		100

PRESIDIO

1955 Lakeway Drive, Suite 220
Lewisville, Texas 75057

www.presidio.com

Cover Letter

July 18, 2016

Mr. Leo Gonzalez, Jr.
City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, TX 78541

***Subject: City of Edinburg: Cisco SMARTnet Renewals
Request for Proposal No.: 2016-020***

Dear Mr. Gonzalez, Jr.,

Thank you for giving Presidio Networked Solutions Group, LLC (Presidio) the opportunity to respond to the City of Edinburg's above-referenced solicitation.

Presidio understands the City of Edinburg is requesting pricing for CISCO SMARTNET RENEWAL.

Please note, Presidio complies with all Federal, state, county, and local laws governing or covering this type of service.

Presidio, Inc. is a financially secure multi-billion dollar privately held company. We have an exceptionally strong balance sheet that has enabled us to sustain rapid, double-digit growth rates since our inception. At a time when the technology industry in particular has weathered challenging market conditions, Presidio has remained a picture of stability, growth, and excellence in leadership and management. Our market leadership is validated by double-digit annual growth rates for 15+ years. Our financial stability and access to ample credit ensures our ability to support the City of Edinburg with any resources required.

Our response to your solicitation is intended to fully meet the spirit of your business and technical objectives. However, if you have any questions or concerns, please feel free to contact me by phone at 210-245-3803 or by email at cddoughlas@presidio.com.

With kind regards and very respectfully,

Calvin Douglas
Account Manager

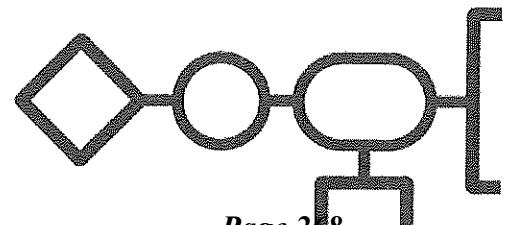


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Executive Summary

Presidio is one of the largest and most adept providers of advanced technology solutions and services. We are passionate about driving results for our clients, delivering the highest quality of products and services to help them unlock the unlimited potential of a completely connected world.

Presidio recognizes that in today's business climate, IT investments need to be strategic and practical to have immediate impact. Our holistic approach blends experience and expertise with proven processes and technologies to satisfy our clients' technical business objectives, providing significant value differentiation.

As one of the largest solution providers in the U.S., Presidio combines experience and stability with regional expertise and service, so City of Edinburg can rest assured we will be there to help you locally with the ability to cover your global business needs.

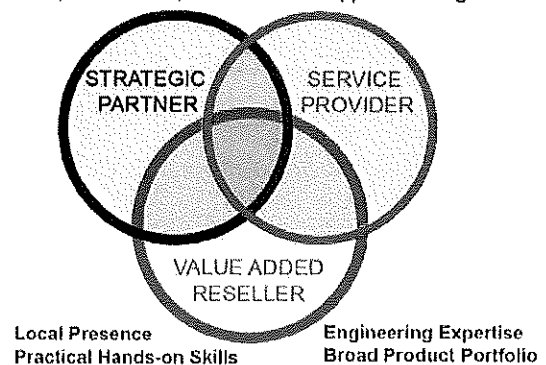
Presidio partners with technology vendors who drive innovation and are indisputable leaders of the IT industry. Our significant investment with select strategic partners allows us to achieve broad and deep sets of technical capabilities. Presidio has more than 2,700 IT professionals, 1,200+ of which are highly certified consulting engineers, based conveniently in 59 offices throughout the U.S. Our passion for driving client results is demonstrated by our 97 percent client retention rate and double-digit annual growth rates for 15+ years.

We are not just trusted partners, we enable new thinking that can benefit City of Edinburg now and in the future.

PRESIDIO Provides...

Strategic Vision
Industry Insight
Independent Perspective

Fulfillment Capabilities
Depth & Breadth of Services
and Support Offerings



Why Choose Presidio?

Presidio's Value Add

Presidio is built on a foundation of superior expertise and experience. Our clients view Presidio as an extension of their organization proactively working with them to identify opportunities and apply solutions that improve technology challenges and satisfy business objectives. By taking the time to deeply understand how our clients define success, Presidio architects enduring solutions that meet your immediate needs, and prepare you for tomorrow.

One of Presidio's main competitive advantages is our ability to integrate complex, multi-technology environments. We have the technical expertise to navigate and assess unique IT challenges, interpret requirements, and transform the latest technology innovations into meaningful enhancements to our clients' existing infrastructure. We combine the strategic vision, planning skills, and business acumen typically found in only the largest consulting companies, with the actionable, results-oriented approach of systems integrators. We provide the right levels

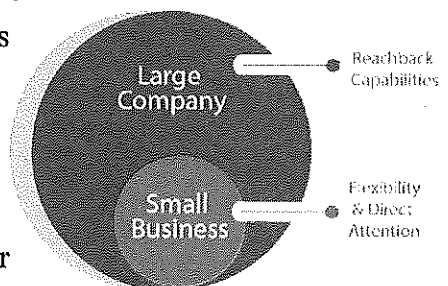
of support using the most cost-effective programs available. In summary, Presidio offers the following:

Insight	<ul style="list-style-type: none"> • Collaborative and Consultative Approach to Solving for IT and Business Challenges • Strategic Engagement Framework for complex integration projects • Experience and Depth with top Innovators in Market
Integrity	<ul style="list-style-type: none"> • Architect Solutions we Know will work • Focused on Business impact from the start • Design for short term/long term problem solving
Assurance	<ul style="list-style-type: none"> • Able to help you support any solution and environment • Financial strength to help find right procurement and financing models • Customer satisfaction and Client Experience focused delivery model

Industry Standards and Best Practices

City of Edinburg will find that Presidio has the reach-back capabilities of a large company, while providing the direct attention and highest level of flexibility of a small company. We have remained nimble since our founding in 1986, so our mature infrastructure and processes are flexible enough to quickly accommodate your needs and adapt to your changing environment. We follow a standardized service delivery methodology that is consistent with industry-recognized best practices and quality standards to deliver high-quality services.

Presidio's program management methodology includes clear lines of authority, explicitly defined areas of responsibility, and effective communication among all stakeholders. As evidenced by our quality, process, and organizational certifications, Presidio provides a proven methodology for managing projects ensuring process effectiveness, oversight, and controls across our organization; this strengthens our ability to provide superior services and solutions to clients.



The following are Presidio's industry-recognized best-practice management, service, and delivery certifications:

Information Technology Infrastructure Library (ITIL) Best Practices

We employ more than 40 ITIL-certified individuals, including 20 ITIL V3 Foundation and 3 ITIL V3 Practitioner certifications.



Service Delivery Based on Project Management Institute

Presidio delivers superior services to clients consistently through our project and program management methodology based on PMI's Project Management Body of Knowledge (PMBOK).



Additionally, we have individuals who hold certifications in Lean Six Sigma Yellow Belt and our project management includes Project Management Institute (PMI)-certified Project Management Professionals (PMPs). Our mature, stable management approach and quality management system prove we consistently and reliably deliver what we promise.

Customer Satisfaction

Presidio knows that our existence depends on our customers. We participate in customer satisfaction initiatives with all of our key partners, and our culture fosters the highest levels of customer service. All of our highly skilled and experienced team members share in this customer service philosophy of consistently meeting our clients' requirements and exceeding their expectations.

Presidio as a Cisco Provider

Cisco Gold Certification

As a **Cisco Gold Certified Partner**, Presidio has attained the broadest range of expertise across multiple technologies by achieving the following advanced specializations:

- Advanced Borderless Network Architecture Specialization
- Advanced Collaboration Architecture Specialization
- Advanced Content Security Specialization
- Advanced Core and WAN Specialization
- Advanced Data Center Architecture Specialization
- Advanced Enterprise Networks Architecture Specialization
- Advanced IoT - Connected Safety and Security Specialization
- Advanced Routing & Switching
- Advanced Security
- Advanced Security Architecture Specialization
- Advanced Unified Access Specialization
- Advanced Unified Computing Technology Specialization
- Advanced Unified Fabric Technology Specialization
- Unified Communications (UC)



In addition, Gold Certified Partners have integrated Cisco Lifecycle Services into their offerings and demonstrated a high level of customer satisfaction.

The Gold Certified Partner designation offers the highest level of branding, economic incentives, and differentiation as a reward for loyalty to Cisco, for capabilities in providing value-added services, and for a commitment to customer success.

Presidio and Cisco have developed a comprehensive partnership to provide robust and reliable solutions to our clients. This is accomplished by Presidio establishing deep technical expertise in the entire Cisco portfolio and by a unique collaborative relationship that results in co-developing innovative solutions.

Cisco Master Authorized Provider

Cisco has designated Presidio **Master Specializations** for Cloud Builder, Collaboration, and Security, and **Master Certification** in Managed Services. None of our competitors have deeper experience and expertise in Cisco technology. These specialization awards recognize an elite group of channel partners with the most in-depth technology skills and a proven record of accomplishment of customer success in selling, deploying, and supporting sophisticated Cisco collaboration solutions.

In fact, Presidio is one of two vendors who actually have engineers to deliver on all of Cisco's advanced technologies. That in itself differentiates Presidio. Other companies have the certs and/or status, but not engineers to deliver—Presidio delivers.

City of Edinburg will gain the full breadth and depth of our expertise. Presidio holds the Cisco Master Security Specialization and the Cisco Identity Services Engine (ISE) Authorized Technology Partner (ATP) authorization, demonstrating our capability to implement the Cisco ISE solution. Additionally, Presidio is a member of the Cisco partner security advisory board and was the **first partner to achieve the Cisco ISE ATP**.

Our Presence

Presidio operates nationally and globally with 59 offices strategically located throughout the US and delivery to clients outside the US through an international partner network reaching more than 150 countries. With more than 2,700 employees and offices nationwide, Presidio is headquartered at One Penn Plaza New York City, NY 10119.

We serve clients through a unique, localized delivery model and differentiate on technical expertise and the superior breadth of its services and solutions relative to smaller local or regional competitors. As the nation's leading IT infrastructure solutions provider, Presidio combines (i) the strategic vision, engineering capabilities, project management and business acumen generally associated with the largest consulting firms, with (ii) the client service and long-term client partnership orientation of smaller system integrators. This differentiated approach has helped drive consistent double-digit growth and a 97 percent client retention rate.

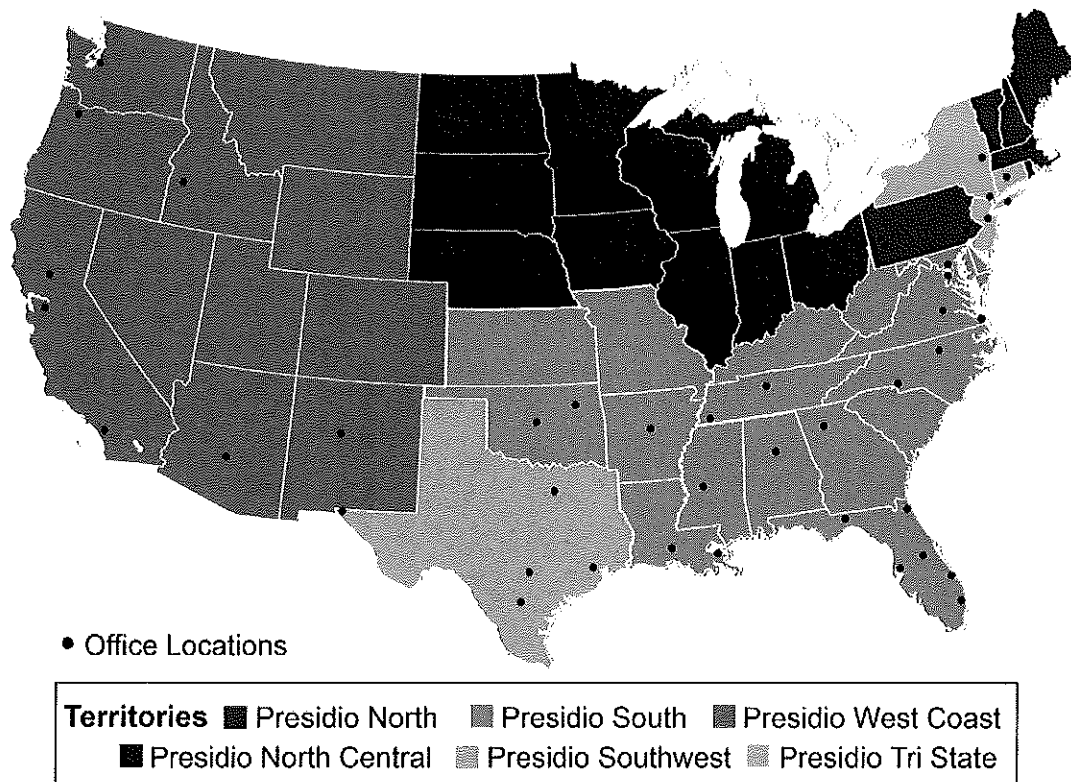


Exhibit 1. Presidio's Presence in the United States

Presidio's Texas Locations

7600B Capital of Texas Highway	Suite 130	Austin	TX	78731
221 N. Kansas	Suite 1208	El Paso	TX	79901
11757 Katy Freeway	Suite 1150	Houston	TX	77079
10111 Richmond Ave.	Suite 425	Houston	TX	77042
1955 Lakeway Drive	Suite 220	Lewisville	TX	75057
2301 W. Plano Pkwy	Suite 102	Plano	TX	75075
777 E. Sonterra Blvd.	Suite 300	San Antonio	TX	78258

Financial Stability

Presidio, Inc. is a financially secure and diversified company generating well over \$2b dollars of revenue per year. We have an exceptionally strong balance sheet that has enabled us to sustain more than 15 years of annual double-digit growth rates. At a time when the technology industry in particular has weathered challenging market conditions, Presidio has remained a picture of

stability, growth, and excellence in leadership and management. Our financial stability and access to ample credit ensures our ability to support our customers with any resources required.

Our core solutions address a number of technology megatrends, including cloud, security, mobility, Big Data, virtualization and collaboration. They span the entire IT infrastructure life cycle, from planning and design, to implementation and testing, to managed services and support. Presidio is well positioned to capitalize on favorable industry tailwinds and is a significant beneficiary of the increasing complexity and continued innovation in the IT marketplace.

Presidio serves clients through a unique, localized delivery model and differentiates on technical expertise and the superior breadth of our services and solutions. As the nation's leading IT infrastructure solutions provider, Presidio combines (i) the strategic vision, engineering capabilities, project management and business acumen generally associated with the largest consulting firms, with (ii) the client service and long-term client partnership orientation of smaller system integrators. This specialized approach has helped drive consistent double-digit growth and a 97 percent client retention rate.

Presidio has never engaged in any bankruptcy proceedings.

Note: Since Presidio is not a publicly traded company, we do not provide financial information as a standard course of business. However, we can provide City of Edinburg audited financial statements for our parent company on a confidential basis and only upon receipt of an executed Non-Disclosure Agreement.

Presidio Qualifications

City of Edinburg will gain the full breadth and depth of our expertise. Presidio proudly keeps current with the newest and latest technologies from Cisco and our other vendor partners. Engineering management maintains a Master Training/Certification Plan for the entire engineering team. Exhibit 2 identifies Presidio's distinguishing Cisco specializations.

Exhibit 2. Presidio's Distinguishing Cisco Specializations

Presidio's portfolio of Cisco specializations is rarely matched in the IT industry.

Presidio's Distinguishing Specializations	
Certifications	Cisco Gold Certified Partner Master Certification in Managed Services Numerous Cisco certifications include more than 150 Cisco Certified Internetwork Experts (CCIEs), more than 340 Cisco Certified Network Professionals (CCNPs), and more than 440 Cisco Certified Network Associates (CCNAs).
Master Specializations	Master Cloud Builder Master Collaboration Master Security
Cloud Partner	Cloud Builder-Infrastructure, Management and Services Storage: EMC

Presidio's Distinguishing Specializations	
	Storage: NetApp Virtualization: VMware Virtualization: Citrix Cloud Management: Cisco Cloud Professional Services
Managed Services	Managed Services Master Cisco Powered Managed Unified Communications
Other Specializations	Advanced Borderless Network Architecture Specialization Advanced Collaboration Architecture Specialization Advanced Content Security Specialization Advanced Core and WAN Specialization Advanced Data Center Architecture Specialization Advanced Enterprise Networks Architecture Specialization Advanced IoT - Connected Safety and Security Specialization Advanced Routing & Switching Advanced Security Advanced Security Architecture Specialization Advanced Unified Access Specialization Advanced Unified Computing Technology Specialization Advanced Unified Fabric Technology Specialization Unified Communications (UC)
Other Authorizations	Authorized Service Partner Video Accelerated TelePresence Try And Buy Cisco Capital Financing Cisco Smart Care Service Customer Satisfaction Excellence GPN Resale Host Global Resale Agent Indirect Service Discount Promo IronPort Gold Certified Local Integrated Architectures Specialization Managed Services Channel Program (MSCP) Agent Partner Registered Developer Regular Try And Buy Vblock Qualified Partner (Vblock 0); (Vblock1); (Vblock 2) WebEx Commission Pilot Program WebEx Telepresence Program ATP - Cisco TelePresence Video Master ATP - Customer Voice Portal ATP - Data Center Unified Computing

Presidio's Distinguishing Specializations	
	ATP - IP Interoperability and Collaboration Systems ATP - Identity Services Engine Partner ATP – Physical Access Control ATP - Physical Security ATP - Unified Contact Center Enterprise

As illustrated in Exhibit 3, Presidio holds the highest levels of Cisco engineering certifications as well as numerous others relating to sales, lifecycle services management, and product support.

Exhibit 3. Presidio's Cisco Certifications

Presidio's extensive portfolio of Cisco certifications is rarely matched in the IT industry.

Presidio's Cisco Certifications	
Cisco Certifications	Total
Cisco Certified Internetworking Expert (CCIE) R/S, Voice, Security	150+
Cisco Certified Network Professional (CCNP)	340+
Cisco Certified Security Professional (CCSP)	50+
Cisco Certified Voice Professional (CCVP)	91
Cisco Certified Network Associate (CCNA)	440+
Cisco Certified Design Associate (CCDA)	110+
Cisco Certified Design Professional (CCDP)	75+
Certified Information Systems Security Professionals (CISSP)	29
Microsoft Certified Systems Engineers (MCSE)	139
Microsoft Certified IT Professionals (MCITP)	32

Presidio's SMARTnet Services

Presidio is a leading partner for Cisco SMARTnet services, providing value unmatched by our competitors. We take steps to ensure City of Edinburg is properly supported through the equipment lifecycle. Presidio has five regional dedicated SMARTnet teams, composed of more than 35 employees who work closely with Cisco Service Account teams and our customers to ensure timely and accurate SMARTnet renewals. With every SMARTnet renewal, customers are entitled to Cisco's complete suite of SMARTnet services. Presidio takes additional steps to ensure City of Edinburg is properly supported through the equipment lifecycle.

We offer City of Edinburg the following:

- Presidio's five regional dedicated SMARTnet teams, composed of more than 35 employees who work closely with Cisco Service Account teams and City of Edinburg to ensure timely and accurate SMARTnet services.

- A designated SMARTnet Account Manager who initiates City of Edinburg's contract term and then provides City of Edinburg with comprehensive, ongoing oversight, analysis, and administration of the SMARTnet contract and additional support.
- Responsive troubleshooting using Presidio Managed Services access to the Cisco Technical Assistance Center (TAC) 24 hours a day, 7 days a week.
- Next-business-day hardware replacement, with multiple options to upgrade individual devices.
- Access to the Presidio Managed Services client portal, as well as other information resources at Cisco.com.
- Single ownership for end-to-end case resolution, avoiding issues sometimes experienced with vendor-based call centers.
- Remote monitoring and repair of Cisco and non-Cisco devices and software applications.
- Simplified contract management and maintenance through a single service contract covering all Cisco devices.
- Cisco IOS Software support, including maintenance releases, patches, and minor updates, as well as support for other qualified Cisco applications.
- Proactive notifications to simplify updating Cisco devices (PSIRTS, End of Life).

The Presidio account team includes a named SMARTnet specialist. With the Account Manager, this Presidio team performs the following tasks:

- Manages co-termination of expiration/renewal dates.
- Registers City of Edinburg users (with Cisco Connections Online [CCO] accounts) with access to contracts, as appropriate.
- Consolidates contracts where possible (common Service Level Agreements [SLAs]).
- Corrects site IDs and addresses assigned to contracts.
- Corrects Cisco contract data (e.g., incorrect serial numbers and missing items).
- Notifies end-of-support life status.
- Advises regarding service options.
- Reviews reports to ensure appropriate SLA and coverage of items.
- Provides reports and itemized pricing in Excel format.
- Provides Welcome Kit including TAC/SMARTnet guide and UCSS Activation Guide.
- Develops a mutually agreeable process and schedule for true-ups.

RFP Section III – Scope Of Work

2.0 Purpose:

The purpose of this Request for Proposal is to define the City's requirements for the purchase of CISCO SMARTNET RENEWAL. The City seeks to purchase CISCO SMARTNET RENEWAL - Smart Net Total Care (8x5xNext Business Day) for the Cisco devices as listed in Section IV of the Cost Proposal.

The requirements of this RFP include: CISCO SMARTNET RENEWAL- Smart Net Total Care is the only requirement for this Request for Proposal. No vendor services are needed or required as part of this Request for Proposal. Cisco Smart Net Total Care is requested for the Cisco devices as listed.

Response:

Presidio has provided pricing for Smartnet Renewal Quote as listed in section 4.

2.1 Pricing:

The City of Edinburg is seeking to purchase CISCO SMARTNET RENEWAL- Smart Net Total Care for the Cisco devices as specified in Section IV. The proposer must list detailed pricing on all items listed in the Cost Proposal for all Cisco devices listed. Section IV details all City Cisco equipment requiring Cisco Smartnet Renewal- Smart Net Total Care. CISCO SMARTNET RENEWAL- Smart Net Total Care quoted must be quoted for the exact City Cisco devices listed with appropriate serial numbers. Any proposal that is submitted with different CISCO SMARTNET RENEWAL- Smart Net Total Care specifications may be excluded from the selection process.

Response:

Presidio has provided details for Cisco Smartnet Renewal Quote as listed in section 4.

2.2 Cisco Smartnet Renewal:

The City of Edinburg is requesting pricing for CISCO SMARTNET RENEWAL - Smart Net Total Care for all Cisco devices as specified in Section IV.

Response:

Presidio has provided pricing for Smartnet Renewal Quote as listed in section 4.

RFP Section IV – Scope Of Work

SECTION IV
Cisco Equipment

City of Edinburg - Information Technology Department					
Network Equipment Inventory					
Site	#	Brand	Type	Model Number	Serial Number
City Hall	1	Cisco	UCS	C220 M3	FCH1813V05F
	2	Cisco	ASA to PD	5508X	JMX1927Z0PB
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Boys & Girls Club - Kuhn St.	1	Cisco	Router	2901/ k9	FTX1613870S
Fire Substation # 3	1	Cisco	Router	2901 /k9	FTX161386YT
Fire Substation # 4	1	Cisco	Router	2901/ k9	FTX16138739
New Boys and Girls Club - Cullen St	1	Cisco	Router	2901	FTX1447046B
West Water Treatment Plant	1	Cisco	Router	2901	FTX1613870W
Boys and Girls Club - Sugar Rd.	1	Cisco	Router	2901	FTX1613870P
Downtown Water Treatment Plant	1	Cisco	Router	2901 /k9	FTX161386YU
Ebony Golf Course	1	Cisco	Router	2901 /k9	FTX16138746
Public Library	1	Cisco	Router	2901/K9	FTX1613872W
Fire Station #1	1	Cisco	Router	2921/K9	FTX1611AJJ6

12

Parks & Recreation	1	Cisco	Router	2921 /k9	FTX1847AKUJ
	2	Cisco	ASA	ASA5512	FTX1845106E
	3	Cisco	Router	2921 /k9	FTX1847AM3D
	4	Cisco	WLC	5508	FCW1842L08G
	5	Cisco	Router	c3900- spe250 /k9	FOC184853G6
	6	Cisco	Switch	WS-C3750V2-48PS-S	FDO1519X3FU
	7	Cisco	Switch	C2960X	FCW1845A67D
	8	Cisco	Switch	C2960X	FOC1837S5DQ
	9	Cisco	Switch	C2960X	FOC1837S60C
	10	Cisco	Switch	C2960X	FCW1838A5N2
	11	Cisco	Switch	C2960X	FCW1838A5PQ
	12	Cisco	Switch	C2960X	FCW1838A5PW
	13	Cisco	Switch	C2960X	FCW1838A5Q1
	14	Cisco	Switch	C2960X	FOC1837S5TK
	15	Cisco	Switch	C2960X	FOC1837S5S6
	16	Cisco	Switch	C3850	FCW1841C1EC
	17	Cisco	Switch	C3850	FOC1842X1LZ
	18	Cisco	Switch	C3850	FOC1842U1KM
Fire Substation # 2	1	Cisco	Router	Cisco 2901/K9	FTX161386ZK
Los Lagos Golf Course	1	Cisco	Router	2901/ k9 V4	FTX161386ZB
Police Department	1	Cisco	Switch	WS-C3750X-48P-S	FDO1528R1LU
	2	Cisco	Switch	WS-C3750X-48P-S	FDO1528R0FZ
	3	Cisco	Switch	WS-C3750X-48P-S	FDO1528R0G6
	4	Cisco	Switch	WS-C3750X-48P-S	FDO1528K0EV
	5	Cisco	Router	2921 /K9 v06	FTX1611AJJQ
	6	Cisco	ASA	ASA5508v01 to McA	JMX1932Z047
	7	Cisco	Router	2901/k9 V06	FTX181882YX
	8	Cisco	UCS	C220 M3	FCH1813V2VV
	9	Cisco	WLC	5508	FCW1843L07M
	10	Cisco	Switch	WS-C3750X-48P-S	FDO1528K164
	11	Cisco	Switch	WS-C3750X-48P-S	FDO1528R1LL

13

PRESIDIO

	12	Cisco	ASA	ASA5508v01 McA to Edn	JMX1931Z11U
World Birding Center	1	Cisco	Router	2901	FTX16128066
	2	Cisco	Switch	2960	FOC1849W6MA
Service Center - Doolittle	1	Cisco	Router	2901/K9	FTX16138701
Airport	1	Cisco	Router	2901/k9	FTX1613873X
	2	Cisco	Switch	Catalyst 2960	FOC1933S60J
Solid Waste Mgmt. (Landfill)	1	Cisco	Router	2921 /K9	FTX1502AJLH
	2	Cisco	Switch	2960S	FOC1444Y25E
	3	Cisco	Switch	2960S	FOC1444Y24L
	4	Cisco	Switch	2960S	FOC1443X78D

TO: City of Edinburg (TX)
Hector Guzman
415 W. University Drive
Edinburg, TX 78541

hguzman@ci.edinburg.tx.us
(p) (956) 388-1802

FROM: Presidio Networked Solutions Group, LLC
Romain Gremaud
777 E. Sonterra Blvd.
Suite 300
San Antonio, TX 78258

rgremaud@presidio.com
(p) 469.240.5422

BILL TO: City of Edinburg A/P

P.O. Box 1079
Edinburg, TX 78540

SHIP TO: City of Edinburg (TX)

415 W. University Drive
Public Information
Edinburg, TX 78541

Customer#: CITY0482

Contract Vehicle: Texas DIR-TSO-2542 CISCO Branded Product and Related Services

Account Manager: Calvin Douglas

Inside Sales Rep: Romain Gremaud

Title: City of Edinburg - Smartnet RFP 7.12.2016

Comments: If purchasing under DIR contract, please make sure 'DIR-TSO-2542' is listed on your Purchase Order.

#	Part #	Description	List Price	Unit Price	Qty	Ext List Price	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	\$25,753.70	\$20,731.73	1 for 12 mo(s)	\$25,753.70	\$20,731.73
Comments: Please see the attached spreadsheet for details.							

Total List Price:		\$25,753.70
Sub Total:		\$20,731.73
Grand Total:		\$20,731.73

THIS PROPOSAL IS GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN DIR CONTRACT NUMBER DIR-TSO 2542 STATE OF TEXAS
Vendor ID 1770059951100
YOU MUST REFERENCE THE DIR CONTRACT NUMBER DIR-TSO-2542 ON YOUR PURCHASE ORDER.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

I have read and understood the requirements set forth in this RFP # and agree to comply except as noted.
The cost proposal includes all shipping and handling and detailed pricing on CISCO SMARTNET
RENEWAL items as required by the City of Edinburg.

SUBMITTED BY: Presidio Networked Solutions Group, LLC

PROPOSER: _____

SIGNED: 

NAME (PRINT): Carrie Kimbrough

ADDRESS: 1955 Lakeway Drive, Suite 220

CITY/STATE: Lewisville, TX ZIP: 75057

TELEPHONE: () _____
Area Code

FAX: () _____
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 76-0515249

EMAIL ADDRESS: _____

July 18, 2016

General Datatech (GDT) presents this response in consideration for The City of Edinburg's Cisco SMARTnet Renewal RFP#2016-020. We appreciate the opportunity to respond and partner with The City of Edinburg. Founded in 1996, GDT is a technology integrator. We partner with industry leaders and innovators that include Cisco, EMC, VCE, and VMWare, among others, to provide technology solutions that empower businesses and enable the accomplishment of business goals.

GDT is a Cisco Gold Partner with triple master certifications in unified communication, security, and cloud builder. Cisco contracts GDT for some of its largest, most challenging deployments and recognizes our success year after year. Cisco has awarded GDT both Global and US Architectural Excellence for Service Provider Architectures and with the Enterprise Partner of the Year on numerous occasions.

GDT employs a professional services approach that begins at initial conversation and continues after solution deployment. The GDT Professional Services Team designs and builds customized solutions that meet the unique needs of our clients and their projects. GDT delivers solutions with the least possible disruption to the client's business. Our services include:

- Account and project management
- Strategy and standards definition
- Design and engineering
- EF&I
- Optical transport and cable manufacturing
- Procurement, inventorying, asset tagging and warehousing
- Staging, testing and fine tuning
- Site preparation
- Configuration and installation
- Knowledge transfer
- Transition services that include service desk support, incident and vendor management
- Residency and staff augmentation services that place an expert at your location
- Managed services that include Cisco SMARTnet as well as reactive incident-based and proactive intervention-based services
- Educational assessments and services that can lead to Cisco certifications for your staff

In this proposal we demonstrate the qualifications that uniquely position GDT as the premier integration and business partner for The City of Edinburg. Our statements are brief, however, should additional information be needed we will promptly and gladly provide it upon request.

Respectfully submitted,



Steve Heinrich
General Datatech, L.P.
999 Metro Media Pl
Dallas, Texas 75247
512-426-7580
Steve.heinrich@gdt.com

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BINDING AUTHORIZATION

I have read and understood the requirements set forth in this RFP # and agree to comply except as noted.
The cost proposal includes all shipping and handling and detailed pricing on CISCO SMARTNET
RENEWAL items as required by the City of Edinburg.

SUBMITTED BY: STEVE HEINRICH

PROPOSER: GENERAL DATATECH, L.P.

SIGNED: 

NAME (PRINT): STEVE HEINRICH

ADDRESS: 128 ESCALERA PKWY.

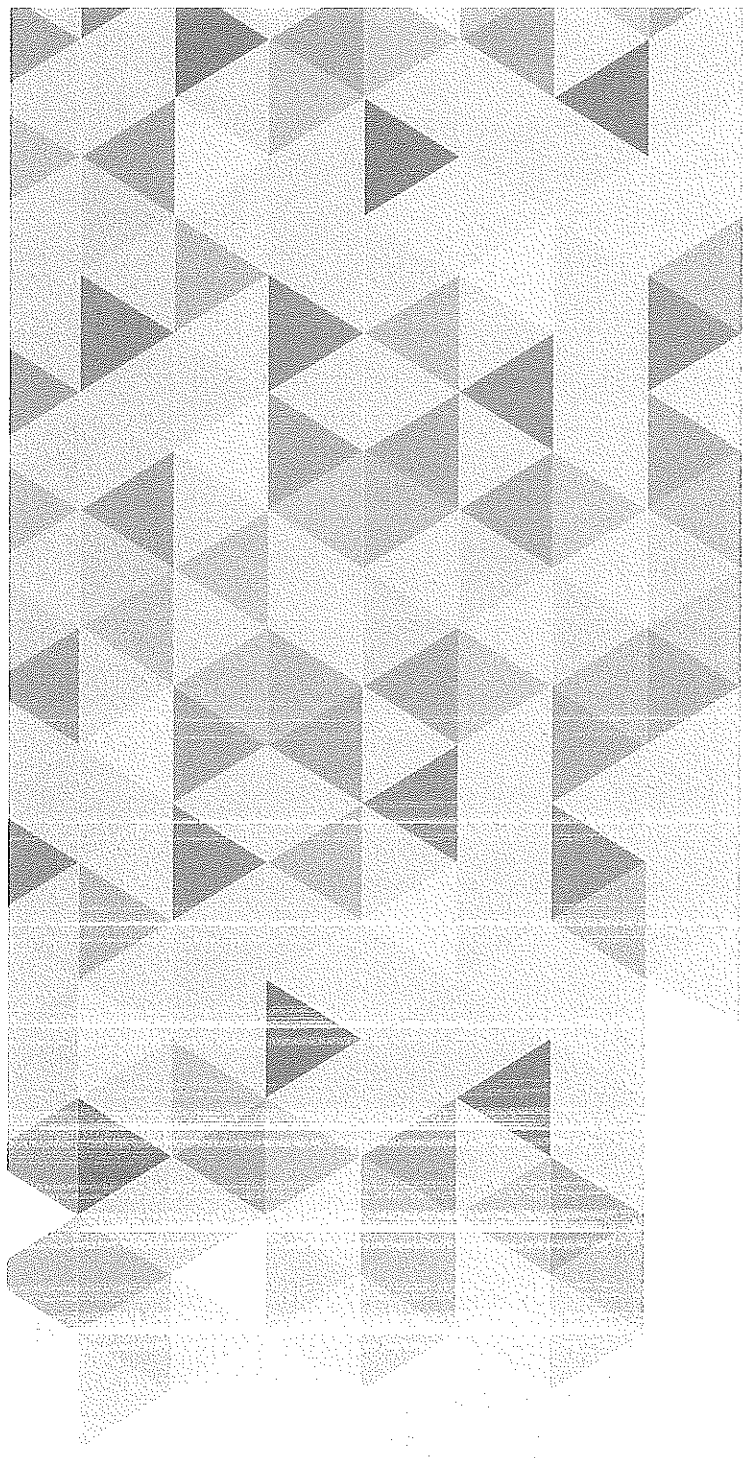
CITY/STATE: GEORGETOWN, TX. ZIP: 78628

TELEPHONE: (512) 426-7580
Area Code

FAX: ()
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 75-2756261

EMAIL ADDRESS: steve.heinrich@gdt.com



PRICING

SECTION IV: Cisco Equipment – City of Edinburg – Information Technology Department Network Equipment Inventory

Quote # 13839625

Site	Contract Type	Line Number	Product Number	Serial Number	Qty	Instance Number	Begin Date	End Date	Site ID	Site Name	Address	City	State	Zip	Country	Customer Price
City Hall -1	SNT	343	UCUCS-EZ-C220M3S	FCH1813V05F	1	1536497650	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 221.63
City Hall -2	SNT	499	ASA5508-K9	JMX192720PB	1	1687025976	14-Dec-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 216.01
Wastewater Treatment Plant	SNT	139	C2901-CME-SRST/K9	FTX16128069	1	910931299	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Boys & Girls Club-Kuhn St.	SNT	211	C2901-CME-SRST/K9	FTX1613870S	1	915854969	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Fire Substation #3	SNT	283	C2901-CME-SRST/K9	FTX161386YT	1	915861297	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Fire Substation #4	SNT	175	C2901-CME-SRST/K9	FTX16138739	1	915849196	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
New Boys & Girls Club-Cullen St.	SNT	1	C2901-CME-SRST/K9	FTX1447046B	1	578318334	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
West Water Treatment Plant	SNT	199	C2901-CME-SRST/K9	FTX1613870W	1	915854632	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Boys & Girls Club - Sugar Rd.	SNT	187	C2901-CME-SRST/K9	FTX1613870P	1	915854284	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Downtown Water Treatment Plant	SNT	271	C2901-CME-SRST/K9	FTX161386YU	1	915861131	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Ebony Golf Course	SNT	235	C2901-CME-SRST/K9	FTX16138746	1	915859063	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Public Library	SNT	163	C2901-CME-SRST/K9	FTX1613872W	1	915848126	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Fire Station #1	SNT	99	C2921-CME-SRST/K9	FTX1611AJJ6	1	909261239	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 455.30
Parks & Recreation -1	SNT	443	C2921-CME-SRST/K9	FTX1847AKUJ	1	1605572952	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 455.30
Parks & Recreation -2	SNT	386	ASA5512-SSD120-K9	FTX1845106E	1	1599914298	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 442.45
Parks & Recreation -3	SNT	460	CISCO2921-V/K9	FTX1847AM3D	1	1606648967	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 455.30
Parks & Recreation -4	SNT	376	AIR-CT5508-50-K9	FCW1842L08G	1	1599171157	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 2,347.97
Parks & Recreation -5a	RMA'd w/5b		C3900-spe250 /K9	FOC18453G6	1					CITY OF EDINBURG (TX)	416 W. UNIVERSITY DRIVE	Edinburg	TX	78542	US	\$ -
Parks & Recreation -5b	SNT	484	CISCO3945E-V/K9	FTX1902AKM2	1	1621965039	1-Jan-17	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 1,094.30
Parks & Recreation -6	SNT	48	WS-C3750V2-48PS-S	FDO1519X3FU	1	755116337	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 409.53
Parks & Recreation -7	SNT	440	WS-C2960X-24PS-L	FCW1845A67D	1	1605097154	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 161.40
Parks & Recreation -8	SNT	370	WS-C2960X-48FPS-L	FOC18375SDQ	1	1596754489	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 333.25
Parks & Recreation -9	SNT	373	WS-C2960X-48FPS-L	FOC1837560C	1	1596755496	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 333.25
Parks & Recreation -10	SNT	401	WS-C2960X-24PS-L	FCW1838A5N2	1	1600729557	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 161.40
Parks & Recreation -11	SNT	404	WS-C2960X-24PS-L	FCW1838A5PQ	1	1600729587	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 161.40
Parks & Recreation -12	SNT	407	WS-C2960X-24PS-L	FCW1838A5PW	1	1600741925	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 161.40
Parks & Recreation -13	SNT	398	WS-C2960X-24PS-L	FCW1838A5Q1	1	1600729494	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 161.40
Parks & Recreation -14	SNT	382	WS-C2960X-48FPS-L	FOC183755TK	1	1599171619	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 333.25
Parks & Recreation -15	SNT	384	WS-C2960X-48FPS-L	FOC183755S6	1	1599200381	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 333.25
Parks & Recreation -16	SNT	424	WS-C3850-24U-S	FCW1841C1EC	1	1604367265	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 394.27
Parks & Recreation -17	SNT	432	WS-C3850-48U-S	FOC1842X1LZ	1	1604377785	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 708.25
Parks & Recreation -18	SNT	416	WS-C3850-48U-S	FOC1842U1KM	1	1604362502	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 708.25
Fire Substation #2	SNT	259	C2901-CME-SRST/K9	FTX161386ZK	1	915860802	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Los Lagos Golf Course	SNT	247	C2901-CME-SRST/K9	FTX161386ZB	1	915860456	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Police Department - 1	SNT	90	WS-C3750X-48P-S	FDO1528R1LU	1	818754259	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 657.66
Police Department - 2	SNT	50	WS-C3750X-48P-S	FDO1528R0FZ	1	817271438	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 710.07
Police Department - 3	SNT	65	WS-C3750X-48P-S	FDO1528R0G6	1	817271681	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 657.66
Police Department - 4	SNT	57	WS-C3750X-48P-S	FDO1528K0EV	1	817271568	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 657.66
Police Department - 5	SNT	113	C2921-CME-SRST/K9	FTX1611AJJQ	1	909262350	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 455.30

Police Department - 6	SNT	512	ASA5508-K9	JMX1932Z047	1	1700706006	17-Sep-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 306.11
Police Department - 7	SNT	302	CISCO2901-V/K9	FTX181882YX	1	1534522047	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Police Department - 8	SNT	316	UCUCS-EZ-C220M3S	FCH1813V2VV	1	1536497260	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 221.63
Police Department - 9	SNT	410	AIR-CT5508-12-K9	FCW1843L07M	1	1603499475	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 1,147.49
Police Department - 10	SNT	73	WS-C3750X-48P-S	FDO1528K164	1	817766757	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 657.66
Police Department - 11	SNT	82	WS-C3750X-48P-S	FDO1528R1LL	1	818754111	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 657.66
Police Department - 12	SNT	506	ASA5508-K9	JMX1931Z11U	1	1700705681	26-Aug-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 328.63
World Birding Center -1	SNT	127	C2901-CME-SRST/K9	FTX16128066	1	910931051	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
World Birding Center -2	SNT	505	WS-C2960+24LC-L	FOC1849W6MA	1	1698998058	5-Aug-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 77.17
Service Center-Doolittle	SNT	151	C2901-CME-SRST/K9	FTX16138701	1	915846563	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Airport -1	SNT	223	C2901-CME-SRST/K9	FTX1613873X	1	915858758	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 252.14
Airport -2	SNT	518	WS-C2960+24LC-L	FOC1933S6QJ	1	1739753186	11-Feb-17	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 34.30
Solid Waste Mgmt. (Landfill) -1	SNT	24	CISCO2921-V/K9	FTX1502AJLH	1	596274475	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 455.30
Solid Waste Mgmt. (Landfill) -2	SNT	22	WS-C2960S-48FPS-L	FOC1444Y2SE	1	596273471	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 317.99
Solid Waste Mgmt. (Landfill) -3	SNT	23	WS-C2960S-48FPS-L	FOC1444Y24L	1	596273473	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 317.99
Solid Waste Mgmt. (Landfill) -4	SNT	21	WS-C2960S-24PS-L	FOC1443X78D	1	596273466	13-Jul-16	12-Jul-17	2.00E+09	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE	Edinburg	TX	78541	US	\$ 161.40
\$21,904.50																

Summary of SMARTnet Maintenance			
Co-Term Date: 7/12/2017			
Quote #	Service Level	Service Description	Customer Price
13839625	SNT	8x5xNBD	\$ 21,904.50
Tax Not Included			Total: \$ 21,904.50



City of Edinburg



Gold
Certified

GDT Associate
Title
Phone Number
Email Address
Quote Date

Steve Heinrich
Regional Sales Director, SLED
512.426.7580
steve.heinrich@gdt.com
Tuesday, July 19, 2016

Summary of SMARTnet Maintenance				
Co-Term Date: 7/12/2017				
	Quote #	Service Level	Service Description	Customer Price
Tab 1	13839625	SNT	8x5xNBD	\$ 21,904.50
Tax Not Included				Total: \$ 21,904.50



SMARTnet team

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SMARTnet

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GDT COMPANY OVERVIEW

GDT is an award winning technology integration partner with expertise in the delivery of the technologies that enable businesses to achieve their goals. GDT has particular expertise with service providers and with IoT and analytics, SAP, and network, collaboration, mobility and data center technologies and services for commercial large enterprise and organizations of all sizes.

In business since 1996, GDT has a successful track record in designing, building, and delivering complex solutions.

DESIGN

GDT solution architects and engineers realize the vision of both business leaders and IT professionals by increasing resource productivity with power and scalable IT ecosystems.

BUILD

With best-of breed technology solutions, GDT stages, configures and tests in our state-of-the-art facilities to ensure the continuation of a client's business operations.

DELIVER

True, turnkey installations. Knowledge transfer and training. GDT delivers satisfied clients that meet their business objectives.

GDT partners for innovation. GDT solutions include the equipment and services of innovators and industry leaders such as Cisco, EMC, VCE, VMware, NetApp, Amazon, and Citrix among others. GDT is a Cisco Gold Certified Partner with triple master specializations in Cloud Builder, Collaboration, and Security. We have earned an impressive list of awards that includes Cisco awards for Global and US Architectural Excellence for Service Provider Architectures as well as Enterprise Partner of the Year for multiple consecutive years. GDT solutions architects and engineers are powerhouses of next-generation IT thought leadership. They hold the highest level of certification in Cisco (CCIE; CCIE Data Center, Security, Service Provider, Voice; and CCDE) and other like technologies.



We extend our excellence, expertise, and state-of-the-art facilities in the acceleration of business outcomes that meet the immediate and future needs our clients.

GDT Clients

At GDT, we are committed to the kind of customer satisfaction that leads to long-term customer loyalty. We prioritize the customer experience. We find ways to say "yes" and look beyond wants and needs in order to create solutions that not only make an immediate impact on operations, but also form the structure within which a business's long-term goals might be met.

Our clients are leaders in their industries—service providers, retail, energy, government and education, and healthcare organizations—and include these among many others:

- Several American multinational communications companies that provide communications and high-speed internet to residential customers as well as small and large businesses
- One of the largest not-for-profit health care systems in Texas and the United States
- A national chain bakery café with more than 1,800 stores in 45 US states, the District of Columbia, and Ontario Canada
- The world's largest independent energy and production company with operations in 27 countries
- An American multinational conglomerate
- An upscale department store with more than 300 stores in 28 states
- A chain variety store with over 11,000 locations in 40 states
- A managed cloud computer company with international and domestic operations and revenue nearing \$2 billion
- A US-based private military contractor
- An armed forces exchange that operates stores and restaurants in more than 3,000 facilities worldwide in more than 30 countries, five US territories and 50 states

GDT Associates

Our greatest asset is our people. Our total associate population exceeds 500 and is growing. Over the past three years we have seen an average associate growth of 35%. Our current attrition rate is 2.6% and has remained below 5% for the past three years. We attribute this growth rate and low rate of attrition to our corporate culture.

GDT company achievements and atmosphere not only position us as the go-to partner for several blue-chip clients but also attracts the topmost, innovative professionals from across the globe. We value our team members. To nurture and maintain our best-in-class workforce, GDT cultivates a workplace unmatched by most. GDT associates are challenged, stimulated, and encouraged to grow in their careers. We promote education and expansion of knowledge through open lines of communication and training. Our Dallas Customer Service Center houses a number of perks. An indoor basketball court, movie theater and complementary barista allow GDT to blend work with a healthy and happy lifestyle. We are proud to have been ranked among the "Top 100 Places to Work" by the Dallas Morning News.

GDT associates are headquartered in Dallas, Texas, near GDT Manufacturing, our cable manufacturing facility. We also have offices in multiple locations—domestically and abroad—in order to be available onsite and provide face-to-face expertise.

GDT Core Competencies and Partnerships

GDT provides complete turnkey solutions on a wide variety of technologies and solutions to businesses of all sizes. We have particular expertise in meeting the needs of service providers and Fortune 500 organizations. Our project knowledge, company resources, technical expertise, sourcing experience, and flexibility, allow us to accelerate the deployment of new infrastructures and help organizations reduce costs.

In order to deliver the comprehensive end-to-end IT solutions that meet the needs of our clients, we have established global strategic alliances with top-tier industry leaders and technology innovators. GDT has current strategic partnerships with a wide range of equipment and services providers that include Cisco and other partners inside and out of the Cisco partner network. Our partners mirror our commitment to excellence and offer the industry-leading solutions our customers need to thrive in today's competitive environment.

For our customers, these competencies and partnerships allow access to world-class talent and proven business solutions with the quickest turnaround and most cost-effective implementation. Our solutions and partnerships reduce cost of ownership, maximize IT investment, and allow customers to focus on their core business.

GDT: It All Starts Here



[Watch GDT: It All Starts Here.](#)

<https://www.youtube.com/watch?v=viw2rINVNPw>

Core Competencies

See details on the following pages.

- [Service providers](#)
- [Enterprise networks](#)
- [Big data and analytics](#)
- [Cabling and layer one](#)
- [Cloud](#)
- [Collaboration](#)
- [Data center](#)
- [Fiber & cable manufacturing](#)
- [Information security](#)
- [Internet of Things \(IoT\)](#)
- [Mobility](#)
- [Optical Transport](#)
- [SAP](#)
- [Software-defined networking](#)

Service Provider

GDT delivers a broad portfolio of carrier-class NGN solutions based on Cisco IOS XR Software designed for the ASR9000, NCS6000 and the CRS. With solutions from GDT, a Cisco Global award winner in Architectural Excellence, designed and deployed by the GDT Service Provider Solution Architect Team, Service Providers can focus on the business of passing along Next Generation products and services to their end users.

ARBOR
 NETWORKS

CISCO

JUNIPER
 NETWORKS

Enterprise Networks

GDT tackles the challenge of meeting the increasing demands of integration and bandwidth head-on. GDT simplifies the complex and provides infrastructure and solutions that complete enterprise networks and deliver needed access, integration, and core network services.

ARBOR
 NETWORKS

CISCO

CITRIX

cradlepoint

f5

Gigamon

IXIA

riverbed

viptela

GDT's Software Defined Networking



Watch [GDT's Software Defined Networking Practice](https://www.youtube.com/watch?v=viw2rfNVNPw) for the impact of SDN on your network.

<https://www.youtube.com/watch?v=viw2rfNVNPw>

Big Data & Analytics

Whether collecting, storing, and analyzing massive amounts of real data, or processing it in real time, the resulting actionable insights empower businesses to stay in business and innovate. GDT offers a comprehensive set of network, data center, Big Data and analytics solutions that are revolutionizing expectations and a business' ability to deliver.

CISCO

euclid

SAP

Cabling & Layer One

Physical Installation services help reduce risk and better a project's outcome. GDT's Layer One Team goes beyond the expected to accomplish your job as quickly as possible. They quality audits before leaving, ensuring confined spaces have not only a professional appear, but also provide reliability, efficiency, scalability, manageability, and ease of tracing during challenge resolution.

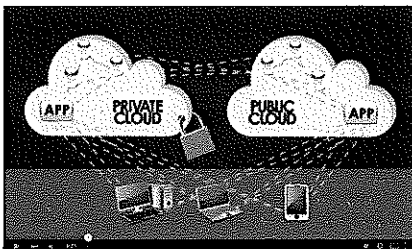


Cloud

Cloud services bring cost reduction and an array of technology solutions that simplify and streamline compute and storage resources. GDT's comprehensive cloud services—DaaS, DRaaS, IaaS, and more —simplify integration, improve performance, and refocus IT as the strategic enabler of technology.



GDT's Cloud in the Data Center



Watch the [GDT Data Center Practice Video](https://www.youtube.com/watch?v=6HV7Su-j8dY) for an explanation of GDT's solutions for cloud economics.

<https://www.youtube.com/watch?v=6HV7Su-j8dY>

Collaboration

GDT holds a Cisco master specialization in collaboration. GDT collaboration solutions integrate voice, video and messaging across employees, customers and external stakeholders alike. GDT employs cloud, on premise, and hybrid designs that empower a workforce to engage and innovate from anywhere at any time on any device.

GDT's Collaboration Practice







Watch the [Cisco DX80 & DX70 Demonstration](https://www.youtube.com/watch?v=3CgKREdeoeec) for an exciting new approach to collaboration: desktop, touchscreen, and video communication.

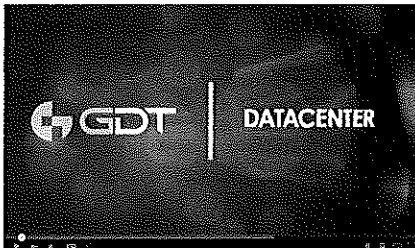
<https://www.youtube.com/watch?v=3CgKREdeoeec>

Data Center

Unifying IT systems—tools and processes across both virtual and physical environments—and delivering converged infrastructures as well as storage and virtualization solutions that meet unique server, application and network requirements, GDT enables organization to innovate in order to meet computing, networking, and storage needs for today and the future.

			
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GDT's Data Center Practice



Watch the [GDT Data Center Practice Video](https://www.youtube.com/watch?v=6HV7Su-j8dY) and learn about the comprehensive set of technologies and services that transform business outcomes.

<https://www.youtube.com/watch?v=6HV7Su-j8dY>

Fiber & Cable
Manufacturing

GDT eliminates the cable middle man. GDT Manufacturing, our cable manufacturing division, builds custom fiber optic and copper cable assemblies as well as custom fiber distribution cassettes and patch panels that complete innovative solutions. Cables are made in the USA and made to custom specifications for all possible configurations and fiber counts. GDT labels and kits all orders and can ship them with the quickest turn time in the industry. GDT Manufacturing is ISO 9001:2008 registered, meets EIA/TIA standards, and complies with GR-326 and IPC/WHMA-A-620.

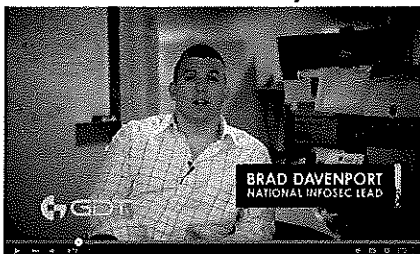


Information Security

GDT is armed with an expert information security team and next generation security technologies to deliver the peace-of-mind that comes with a comprehensive, compliant, and intelligent security infrastructure. We stay on top of the latest security trends and issues and participate in active research in order that our clients benefit from our breadth of learned expertise and our depth of applied real-world knowledge. We help build a defensive posture that hardens infrastructure and facilities and minimizes the attack footprint.

GDT's Information Security Practice



Watch a Brief Info Sec Discussion.

<https://youtu.be/7RvXCq2TyMs>

Internet of Things

GDT strategically and actively partners with technology innovators and leaders to deliver IoE, Big Data, and analytics solutions that support a wide range of needs, a wide range of sensors, cameras, and networks in new or existing infrastructures—including SCADA operations and incident and threat management for cities and law enforcement.

GDT's Internet of Things Practice













Watch the GDT IoT Video on behavioral recognitions technology, our relationship with BRS Labs, and our expert designs, delivered fully-tested and fine-tuned.

<https://youtu.be/V5DeOIUhdZo>

Mobility

GDT tailors mobility solutions around the wireless core and designs an ecosystem that meets the specific needs of individual clients. GDT helps clients think differently about the benefits of an intelligent infrastructure that allows their users access to information and allows them to engage with, analyze, and potentially monetize the usage data.

GDT's Mobility Practice














Watch the Marble Falls ISD Case Study for a discussion of the GDT deployment of the Cisco Meraki Cloud managed system.

<https://youtu.be/YmS4ydAJZwU>

Optical Transport

The GDT Optical Transport Team supports customers with full-turnkey optical solutions. The team, comprised of diversely experienced optical engineers and architects, has multi-vendor expertise with platforms that include Cisco, Alcatel-Lucent, Ciena, BTI Systems, Cyan, Fujitsu, and specializes in the comprehensive Cisco optical product portfolio, including the Cisco Optical Networking System (ONS) and Cisco Network Control System (NCS).

SAP	GDT supports our client's SAP needs for enterprise resource planning (ERP), customer relationship management (CRM), product lifecycle management (PLM), human capital management (HCM), expense reporting, analytics and more. We can demonstrate the power of SAP and SAP HANA live in our state of the art lab and staging facility.		
	 	 	 

GDT SAP



Watch the [GDT SAP](https://youtu.be/ScOmsc70l8M) video to learn more about the capabilities of GDT and the company's use of SAP and SAP HANA in its own business.

<https://youtu.be/ScOmsc70l8M>

Software-Defined Networking	GDT software-defined networking solutions enable the acceleration of application deployment and a reduction in IT costs. Our SDN solutions enable cloud architectures and enhance virtualization. They increase resource utilization and reduce infrastructure costs and overhead.		
	 	 	

GDT's SDN Practice



Watch [GDT's Software Defined Networking Practice](https://youtu.be/r1HanVmoY8o) for the impact of SDN on your network.

<https://youtu.be/r1HanVmoY8o>

Smart Net Total Care and the Clearview asset management tool

GDT's robust Cisco Smart Net Total Care (SNTC) practice and its asset management tool, Clearview, offer install-base management that far transcends the simple break/fix. GDT helps clients improve their budgeting processes and their return on investment by extending the life of capital equipment and deferring new purchases. GDT's asset management tools and services offer optimum awareness and visibility and the formulation of an easy-to-follow management strategy.

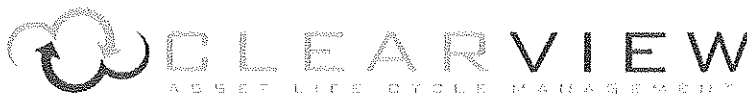
The GDT Asset Management Team is comprised of knowledgeable industry veterans. The team is especially fluent in the language of Cisco and Cisco TAC and is empowered by both the GDT Cisco Gold partnership and the master certifications of the GDT team of engineers and architects. The GDT Asset Management Team understands the complexity of asset management and engages with clients, managing coverage over contract lifespan, standing beside them through entitlement issues, and helping ensure their success twelve months a year.

Throughout the year and at least 120 days prior to contract expiration, the team reviews items for upcoming renewal. Considering multiple sources of information, the team works with clients to help ensure the accuracy of data before creating a quote that co-terms and includes multi-year renewal options.

The other 11 months

Whether or not equipment was purchased through GDT, the GDT Team helps ensure that our clients have the best possible SNTC experience. As soon as the serial number of a newly purchased asset is available (from either the customer or our order management system), a GDT Asset Management Team member executes the SNTC order, modifies the master contract at the appropriate service level, and kicks off the process that lets us help keep assets on track. The GDT Account and Asset Management Teams also work with our clients to:

- Review options for equipment refresh
- Consider plans for facility openings and closings
- Take a look at assets not sold or serviced by GDT
- Analyze warranties, replacement strategies, and what fits the client's budget & operation
- Present comprehensive, multi-year renewals that result in cost savings



A clear view of assets

The GDT asset management tool, Clearview, integrates asset information from a variety of unique sources that include Cisco Service Contract Center, the Cisco repository for all Cisco devices having Smart Net Total Care (SNTC) coverage. The cumulative information through a single pane of glass is an integral component in cost containment and risk mitigation in a network environment and for a business.

Clearview lets clients monitor Cisco assets, **ON or OFF contract**, and keep SNTC contracts up-to-date with the most current information. Clients can add, change, export information and create reports on **all Cisco and non-Cisco assets**. Or, can submit a request that the GDT Asset Management Team make a change. Activities in Clearview are validated by the GDT Asset Management Team and automatically forwarded for update to the Cisco central repository. In the event a change requires a pricing update, the GDT team generates a quote and submits to the client for review and approval. GDT's Clearview gives insight into the location and status of assets while simplifying and facilitating a smart management strategy.

GDT Awards and Recognitions

GDT has earned the recognition of Cisco and other partners for our success with their customers year after year. We believe that success is directly relatable to our commitment to providing customers an exceptional experience.



Awards

- 2014 Cisco Architectural Excellence US – Service Provider Architectures
- 2014 Cisco Architectural Excellence US South – Data Center
- 2014 Cisco Enterprise Partner of the Year Americas
- 2013 Cisco Architectural Excellence US – Service Provider Architectures - Americas
- 2013 Cisco Outstanding Solutions Partner
- 2013 Cisco Meraki Elevate South Partner of the Year
- 2013 CRN Tech Elite 250 Award
- 2012 Cisco Global Architectural Excellence – Service Provider Architectures
- 2012 Cisco Capital Partner of the Year
- 2012 EMC Outstanding Partner of the Year – South
- 2012 Cisco Enterprise Partner of the Year – South
- 2011 Cisco Enterprise Partner of the Year – South
- 2010 Cisco Enterprise Partner of the Year – South
- 2009 Cisco Enterprise Partner of the Year – South
- 2008 US Field Data Center Partner of the Year - South
- 2007 Cisco Innovation Partner of the Year - South
- 2007 Cisco Service Partner of the Year - South

Other Designations

- Cisco Master Unified Communication Specialization
- Cisco Master Cloud Builder Specialization
- Cisco Master Security Specialization
- Cisco Gold Star for Customer Service Excellence
- Largest Percent Growth of any Cisco Partner in the Southern Region, 2010, 2011, 2012
- #1 Cisco VAR in Retail Vertical
- #1 Cisco VAR in VOIP Sales in the Southern Region

Professional Services Overview

GDT's business core is centered on exceptional service in the delivery of complex data center and enterprise network solutions to service providers and other organizations of all sizes. Professional services reduce risk and help align technology with business goals. GDT offers a full suite of Physical Installation (PI) services. We leverage industry best practices and methodologies to ensure consistency and quality throughout the lifecycle of a project. And we maintain a flexibility of mindset that allows us to lend a unique approach to each customer on each project.

GDT has earned a longstanding reputation for bringing unrivalled value to the clients we serve. Cisco has recognized us, year-after-year, for excellence in the delivery of service provider, enterprise network and data center architectures and services.



World-class team

The GDT engineering team has proven success in deploying solutions for some of the most challenging networks at some of the largest US service providers. Our standout team of Cisco certified engineers holds top level certifications such as CCNAs, CCNPs, CCIEs and CCDEs. These Cisco certifications are recognized worldwide as the most prestigious networking certifications in the industry.

From pre-sale design to post-install training, GDT provides a full suite of professional services that expedite and protect innovation. GDT deploys top technologies, backs up burdened IT organizations, and fills critical knowledge skill gaps. GDT's lifecycle services and methodology allow both flexibility and a consistency of service that enables us to meet the unique needs of the individual client.

Here are some of the professional services we deliver:

Engineering	GDT deploys entire teams of architects and engineers to help ensure that the state-of-the-art technology and best-of-breed solutions are designed for optimum performance and delivered with minimal disruption to the client's business.		
	Design. The design forms the framework around which all business requirements are met. GDT helps develop an overall vision that serves to help organizations meet their unique needs.	Preparation. After design, engineers not only help fine-tune the equipment and services to further optimize the solutions but also provide site preparation services.	Staging and Implementation. Engineers stage, test, and fine tune solutions in our GDT Lab and Staging facilities. On-site field technicians are also made available.
	Configuration and Install. On-site engineers and field technicians install, configure, and additionally fine tune solutions (if necessary).	Cable Manufacturing. Efficiently cascaded, custom cable assemblies simplify onsite install as well as long-term challenge resolution.	

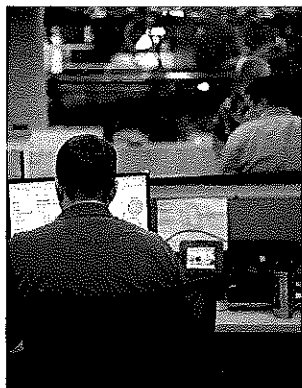
Procurement & Project Mgmt.	All strategic accounts have dedicated account teams that among others, consists of project managers and procurement specialists.
	Procurement specialists arrange for the receipt of all materials and services.
	Certified project managers align the teams, schedule the install, and help guide clients through all project phases.

Logistics & Warehousing	Logistics and warehouse associates keep a project on track by managing the receipt and inventory of equipment and materials in order that it's available for use as soon as a project is ready for deployment. The team asset tags and warehouses client product in a secure, temperature controlled, caged location, and thus reduces the risk of project delay and controls deployment cost.
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Knowledge Transfer & Residency Svc.	<p>Via hands on mentored installs and education services that include knowledge assessments and personalized training, GDT enhances an organization's knowledgebase and leverages the technology investment.</p> <p>GDT places our associates in a business. Our associates include the most experienced, most certified architects and engineers, managers and installers who possess the combination of ethics and attitude, skills and expertise that assures us they are the best fit for our business and our client's.</p>
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GDT Lab and Staging Overview

The GDT Lab and Staging Facility is the epitome of architectural best practices and a testament to the level and quality of service that we expect of ourselves and deliver to our clients. The success of the GDT Lab and Staging Facility is a large component in our ability to earn and maintain the highest customer service rating for professional service. The GDT Lab helps ensure that the products we deliver have the latest updates and meet the highest of quality assurance standards.



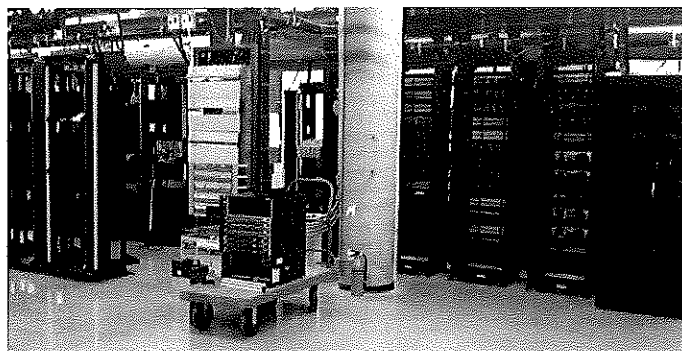
GDT makes available the people and resources to stage and test virtually all products and services that go into the solutions we design and build.

The Lab aids GDT solution architects deep in the trench of pre-sale design as well as engineers staging and ready to deploy new solutions or testing code upgrades at the request of customers.

We offer educational services, personalized training, and Cisco certification of all levels that enhances the skills and abilities of our client's team members and leverage the technological investment.

GDT employs the lab facility to:

- Build proof-of-concept mock-ups and perform interoperability testing.
- Provide demonstrations of multi-vendor client solutions to clients and prospects.
- Replicate, validate, and fine-tune engineered solutions prior to deployment.
- Facilitate mentored installs performed by clients under our tutelage.
- Provide code and upgrade testing for current clients.
- Give rise to newly-certified CCNA associates, CCNP professionals, and CCIE engineers.



The 10,000 square-foot GDT Lab is housed in the GDT Customer Service Center in Dallas, Texas, a 90,000 square-foot, LEED gold-certified facility outfitted with Cisco security systems, video conferencing, digital signage and wireless hoteling.

With 80+ bays and 3,000 amps of DC power, our facility is outfitted with these products among many others:

- A spectrum of Cisco Routers, including models from the Cisco ASR 9000 Series
- Cisco Nexus Switches (including series 9000, 7000, 5000, 2000 and 1000v)
- Cisco IOS Software (including IOS-XE and IOS-XR)
- Cisco Unified Computing Systems (UCS)

Managed Services

Through our wholly-owned subsidiary, GDT Advanced Solutions™ and facilitated in the new, 3,200 square-foot, state-of-the-art NOC, GDT offers a growing set of services that can simplify the ever-increasing complexity of the latest technologies and help enable a business to become more efficient and effective in the marketplace.

NOC engineers with the highest certification and the highest customer service rating, these services not only mitigate the costs and consequences of downtime and delays, but also extend the knowledge and abilities of your IT teams and give your end users the ability to do business regardless of location.



- Cloud services bring virtualized resources and instant provisioning that accelerates time-to-market on new products
- Technology adoption services deliver multi-phase training and three-month transition support
- Managed services include reactive incident-based services and best-in-class proactive intervention-based services that allow you to view your network, improve system uptime, control your risk profile, and focus more of your time and talent on innovation and core initiatives

Cloud Services

GDT Advanced Solutions Cloud Services bring innovation through virtualized resources. These Cloud Services bring economic advantages through elastic flexibility that enables a business to accommodate quick growth and peak periods. The Cloud Services portfolio offers a growing, distinct, and unique set of business relevant services that include Infrastructure as a Service, Tools as a Service, and Backup and Recovery.

Technology Adoption and Transition Services

The successful adoption of a new technology or service often requires an adjustment in skills and knowledge. GDT Advanced Solutions offers multi-phase technology adoption training and transition services that include service-desk support, incident management, and vendor management and allow ample time for a client's staff to become fully trained in managing and maintaining a solution.

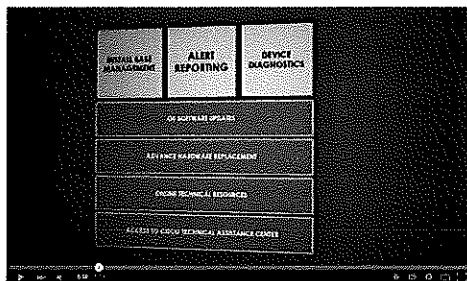
Managed Services - Proactive, reactive and operation optimization services

The core of our managed service offerings includes 24x7x365 monitoring and management services that align with ITIL elements in helping you optimize your operation. Chosen a la carte or as one of our managed services offerings—EDGE, INSITE, INSITE PRO or the plus version of these offerings that integrate elements of Cisco Smart Net Total Care (formerly SMARTnet), and additional services powered by the highest level of Cisco Smart—these services transcend the simple break-and-fix and proactively provide the information needed to reduce risk and anticipate change.

- Availability monitoring
- Alert management
- Service-desk support
- Incident management
- MACDs
- Vendor management
- Problem management
- Change management

Managed Service Portal

The GDT Advanced Solutions Managed Services Portal provides our Managed Services customers a secure, web-based, unified platform with 24x7x365 visual access to cause and effect through real-time, reports, and statistics. The portal accesses both cloud and traditional environments, pulling performance information from networks and hardware as well as from virtualized systems and applications. The portal is scalable and customizable to present the needed information by industry standard, ITIL category or in a manner the customer defines.



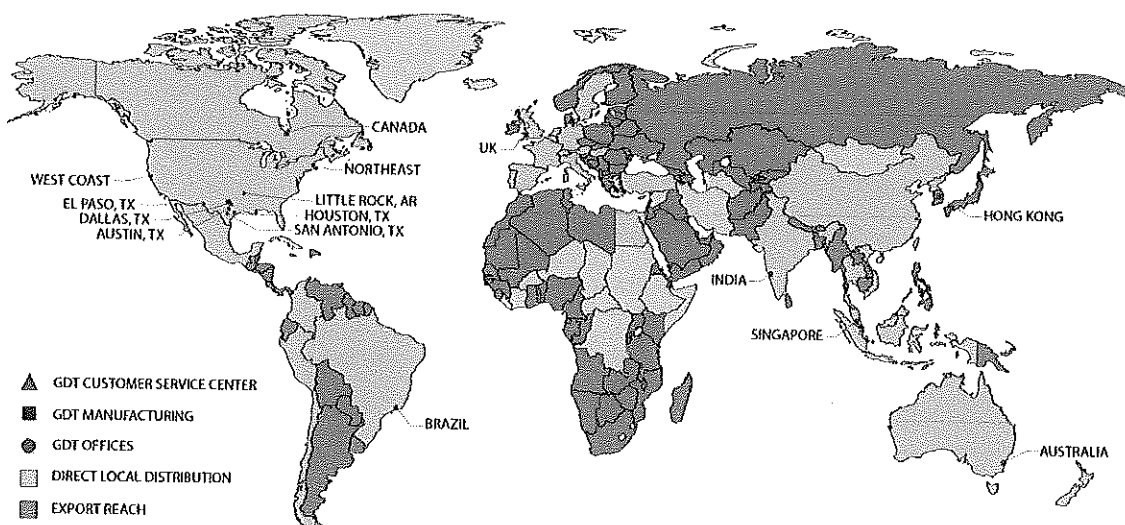
Watch GDT the EDGE & INSITE Service Video for the impact of SDN on your network.

<https://youtu.be/IRwNuvCDvzM>

GDT National and International Resource Matrix

GDT is headquartered in Dallas, Texas, and maintains domestic offices in the Northeast, on the West Coast, in Arkansas and throughout the state of Texas. GDT also supports the international interest of our domestic customers. We simplify the purchase and deployment of solutions worldwide by maintaining an in-country presence in seven locations—Australia, Brazil, Canada, Hong Kong, India, Singapore, and the U.K. The GDT export presence spans the globe and includes:

- All of Latin America (exception Cuba)
- Major portions of Africa
- The majority of countries in Asia and Europe (except where restricted)



Dallas Customer Service Center

999 Metromedia Place
 Dallas, TX 75247
 Phone: 214.857.6100
 Fax: 214.857.6500
 info@gdt.com
 contactus@gdt.com
 www.gdt.com

Other Domestic Offices

Northeast
 West Coast
 Arkansas
 Texas – Including:
 Austin
 El Paso
 Houston
 San Antonio

GDT Manufacturing

9004 Ambassador Row
 Dallas, TX 75247
 Phone: 214.601.5506
 www.gdt.mfg.com

US Presence

Travelling from virtually every
 NFL city, GDT experts
 go where they are needed,
 regardless of
 domestic location.



**GDT GLOBAL
 FOOTPRINT**

International Offices

Australia
 Brazil
 Canada
 Hong Kong
 India
 Singapore

Export Presence

Africa *
 Asia *
 Europe *
 Latin America *
 North America

* Except where trade
 is restricted.

GDT Cares

At GDT we promote a culture of caring that is a part of our DNA. We take care of our customers. We take care of our associates. We support our community. Through our philanthropic organization, GDT Cares, we contribute our technology and time to local charities in order that they might extend the reach of their good will.



Since its 2009 inception, GDT Cares has supported a number of organizations through the donation of goods and volunteers. In partnership with Cisco, GDT Cares has contributed well over \$1 million in equipment to various organizations. GDT Cares volunteers have participated in walks, runs, and marathons – such as MetroPCS Dallas Marathon, Genesis 5K Run, Baylor Defeat Diabetes 5K Run, and Wipe Out Kids Cancer 5K, Dallas Children's Advocacy, Project Warm Us– and have assisted in food, blood

and supply drives for organizations – such as North Texas Food Bank, Carter BloodCare, and American Red Cross– that fight disease, illness and domestic violence. Other contributions include:

Genesis Women's Shelter

Genesis provides shelter, safety, counseling, and expert services to battered women and their children. In partnership with Cisco, GDT installed a new VoIP system—at the shelter, in the main office, and in the thrift store. In another partnership with Sology Safety and Security Solutions, GDT coupled the new VoIP system with a new security system. We also expanded the shelter's phone system from 50 to 100 phones. Additionally, GDT associates participate annually in the Back to School collection of clothing, household items, and school supplies and Santa's Workshop, the collection and distribution of holiday toys at the Shelter's store-front location.



Dallas Children's Advocacy Center (DCAC)

DCAC works to improve the lives of abused children in Dallas County and to provide national leadership on child abuse issues. GDT contributed to the success of DCAC and the lives of abused children by providing the network, wireless, and phone system in their new facility.



Project Warm Us

GDT supports the efforts of Project Warm Us through an annual drive for the collection of items such as coats, blankets, hats, scarves, gloves and shoes to help keep the homeless warm during the cold months.



American Red Cross

GDT facilitates regularly scheduled, onsite blood drives as well as urgent need blood drives that enable GDT Associates to participate help save lives during their regular work week.



Together, we can save a life

I have read and understood the requirements set forth in this RFP # and agree to comply except as noted.
The cost proposal includes all shipping and handling and detailed pricing on CISCO SMARTNET
RENEWAL items as required by the City of Edinburg.

SUBMITTED BY: Markol Garay

PROPOSER: PCMG inc.

SIGNED: [Signature]

NAME (PRINT): Jisnu Banerjee

ADDRESS: 14120 Newbrook Dr. Suite 100.

CITY/STATE: Chantilly / VA ZIP: 20151

TELEPHONE: (800) 625-5468 x 38553
Area Code

FAX: (310) 630-6853
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 33-0964088

EMAIL ADDRESS: Markol.Garay@PCMG.com

Quotation for: CITY OF EDINBURG SOLID WASTE MGMT
Cisco Quote # 13818009
Quote Date: 08-Jul-2016
Valid Until: 06-Sep-2016

PCMG Conta Maikol Garay
Phone: (800)625-5468 x38553
Email: Maikol.Garay@PCMG.com

YOUR CISCO QUOTATION COVERS THE FOLLOWING ITEMS FOR THE FOLLOWING DATES

Ln	Hardware	PN	Serial Number	Service SKU	QTY	Install Site	Contract	Start Dt	End Dt	Price
1	CISCO2921-V/K9		FTX1502AJLH	CON-SNT-2921V	1	1201 N Doolittle Rd, Edinburg, TX	NEW	07/08/16	07/07/17	\$440.78
2	WS-C2960S-24PS-L		FOC1443X78D	CON-SNT-2960S2PS	1	1201 N Doolittle Rd, Edinburg, TX	NEW	07/08/16	07/07/17	\$156.25
3	WS-C2960S-48FPS-L		FOC1444Y25E	CON-SNT-2960S4FS	1	1201 N Doolittle Rd, Edinburg, TX	NEW	07/08/16	07/07/17	\$307.84
4	WS-C2960S-48FPS-L		FOC1444Y24L	CON-SNT-2960S4FS	1	1201 N Doolittle Rd, Edinburg, TX	NEW	07/08/16	07/07/17	\$307.84
5	ASA5508-K9		JMX1932Z047	CON-SNT-ASA5508K	1	1702 S Closner Blvd, Edinburg, TX	NEW	09/17/16	09/16/17	\$369.86
6	ASA5508-K9		JMX1931Z11U	CON-SNT-ASA5508K	1	1702 S Closner Blvd, Edinburg, TX	NEW	08/26/16	08/25/17	\$369.86
7	UCUCS-EZ-C220M3S		FCH1813V05F	CON-SNT-UC220M3S	1	210 West McIntire, Edinburg, TX	NEW	07/08/16	07/07/17	\$214.56
8	UCUCS-EZ-C220M3S		FCH1813V2VV	CON-SNT-UC220M3S	1	210 West McIntire, Edinburg, TX	NEW	07/08/16	07/07/17	\$214.56
9	AIR-CT5508-12-K9		FCW1843L07M	CON-SNT-CT0812	1	212 W McIntyre St, Edinburg, TX	NEW	07/08/16	07/07/17	\$1,110.88
10	C2921-CME-SRST/K9		FTX1611AJJ6	CON-SNT-2921CMST	1	212 W. McIntyre, Edinburg, TX	NEW	07/08/16	07/07/17	\$440.78
11	CISCO3945E-V/K9		FTX1902AKM2	CON-SNT-3945EV	1	315 E Palm Dr, Edinburg, TX	NEW	01/01/17	12/31/17	\$2,048.41
12	AIR-CT5508-50-K9		FCW1842L08G	CON-SNT-CT5508	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$2,273.07
13	ASA5512-SSD120-K9		FTX1845106E	CON-SNT-A12SDK9	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$428.34
14	C2921-CME-SRST/K9		FTX1847AKUJ	CON-SNT-2921CMST	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$440.78
15	CISCO2921-V/K9		FTX1847AM3D	CON-SNT-2921V	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$440.78
16	WS-C2960+24LC-L		FOC1933S60J	CON-SNT-WSC296CL	1	415 W University Dr, Edinburg, TX	NEW	02/11/17	02/10/18	\$81.52
17	WS-C2960X-24PS-L		FCW1838A5Q1	CON-SNT-WSC224SL	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$156.25
18	WS-C2960X-24PS-L		FCW1838A5N2	CON-SNT-WSC224SL	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$156.25
19	WS-C2960X-24PS-L		FCW1838A5PQ	CON-SNT-WSC224SL	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$156.25
20	WS-C2960X-24PS-L		FCW1838A5PW	CON-SNT-WSC224SL	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$156.25
21	WS-C2960X-48FPS-L		FOC1837S5TK	CON-SNT-WSC294SL	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$322.61
22	WS-C2960X-48FPS-L		FOC1837S5S6	CON-SNT-WSC294SL	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$322.61
23	WS-C3850-24U-S		FCW1841C1EC	CON-SNT-WS8524US	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$381.70
24	WS-C3850-48U-S		FOC1842U1KM	CON-SNT-WS3548US	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$685.65
25	WS-C3850-48U-S		FOC1842X1LZ	CON-SNT-WS3548US	1	415 W University Dr, Edinburg, TX	NEW	07/08/16	07/07/17	\$685.65
26	ASA5508-K9		JMX1927Z0PB	CON-SNT-ASA5508K	1	415 W. University Drive, Edinburg, TX	95362503	12/14/16	12/13/17	\$335.05
27	C2901-CME-SRST/K9		FTX161386YU	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
28	C2901-CME-SRST/K9		FTX161386YT	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
29	C2901-CME-SRST/K9		FTX1613872W	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
30	C2901-CME-SRST/K9		FTX16138746	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
31	C2901-CME-SRST/K9		FTX161386ZB	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
32	C2901-CME-SRST/K9		FTX161386ZK	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
33	C2901-CME-SRST/K9		FTX16128066	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
34	C2901-CME-SRST/K9		FTX16138701	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
35	C2901-CME-SRST/K9		FTX1613873X	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
36	C2901-CME-SRST/K9		FTX16128069	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
37	C2901-CME-SRST/K9		FTX16138739	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
38	C2901-CME-SRST/K9		FTX1613870P	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
39	C2901-CME-SRST/K9		FTX1613870W	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
40	C2901-CME-SRST/K9		FTX1613870S	CON-SNT-2901CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
41	C2921-CME-SRST/K9		FTX1611AJJQ	CON-SNT-2921CMST	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$440.78
42	CISCO2901-V/K9		FTX181882YX	CON-SNT-2901V	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
43	WS-C2960+24LC-L		FOC1849W6MA	CON-SNT-WSC296CL	1	415 W. University Drive, Edinburg, TX	NEW	08/05/16	08/04/17	\$81.52
44	WS-C3750V2-48PS-S		FDO1519X3FU	CON-SNT-375V48PS	1	415 W. University Drive, Edinburg, TX	NEW	07/08/16	07/07/17	\$396.47
45	C2901-CME-SRST/K9		FTX1447046B	CON-SNT-2901CMST	1	702 S 18Th Ave, Edinburg, TX	NEW	07/08/16	07/07/17	\$244.10
46	WS-C2960X-24PS-L		FCW1845A67D	CON-SNT-WSC224SL	1	8650 Commerce Dr - Ste 100, Southaven, MS	NEW	07/08/16	07/07/17	\$156.25
47	WS-C2960X-48FPS-L		FOC1837S5DQ	CON-SNT-WSC294SL	1	8650 Commerce Dr - Ste 100, Southaven, MS	NEW	07/08/16	07/07/17	\$322.61
48	WS-C2960X-48FPS-L		FOC1837S60C	CON-SNT-WSC294SL	1	8650 Commerce Dr - Ste 100, Southaven, MS	NEW	07/08/16	07/07/17	\$322.61
49	WS-C3750X-48P-S		FDO1528R0FZ	CON-SNT-3750X4PS	1	Police Dept, Edinburg, TX	NEW	07/08/16	07/07/17	\$636.68
50	WS-C3750X-48P-S		FDO1528K0EV	CON-SNT-3750X4PS	1	Police Dept, Edinburg, TX	NEW	07/08/16	07/07/17	\$636.68
51	WS-C3750X-48P-S		FDO1528R0G6	CON-SNT-3750X4PS	1	Police Dept, Edinburg, TX	NEW	07/08/16	07/07/17	\$636.68
52	WS-C3750X-48P-S		FDO1528R1LU	CON-SNT-3750X4PS	1	Police Dept, Edinburg, TX	NEW	07/08/16	07/07/17	\$636.68
53	WS-C3750X-48P-S		FDO1528K164	CON-SNT-3750X4PS	1	Police Dept, Edinburg, TX	NEW	07/08/16	07/07/17	\$636.68
54	WS-C3750X-48P-S		FDO1528R1LL	CON-SNT-3750X4PS	1	Police Dept, Edinburg, TX	NEW	07/08/16	07/07/17	\$636.68



PCM Sales, Inc.
14120 Newbrook Dr. Suite 100
Chantilly, VA 20151
Phone: (800) 625-5468

Quotation for: CITY OF EDINBURG SOLID WASTE MGMT
Cisco Quote # 13818009
Quote Date: 08-Jul-2016
Valid Until: 06-Sep-2016

PCMG Conta Maikol Garay
Phone: (800)625-5468 x38553
Email: Maikol.Garay@PCMG.com

YOUR CISCO QUOTATION COVERS THE FOLLOWING ITEMS FOR THE FOLLOWING DATES

Ln	Hardware	PN	Serial Number	Service	SKU	QTY	Install Site	Contract	Start Dt	End Dt	Price
SMARTnet Total											\$22,450.34

For additional discounts and incentives request multi-year pricing from your PCM Account Executive.

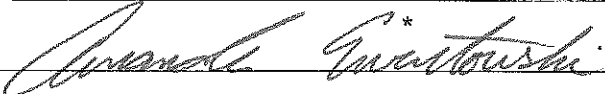
TERMS AND CONDITIONS

Thank you for giving PCM the opportunity to quote you these items. We look forward to doing business with you in the future.
Product Prices and Sales Tax are subject to change without notice and a Freight charge may be added to the invoice. This document is a quote, it is not a Purchase Order.

I have read and understood the requirements set forth in this RFP # and agree to comply except as noted.
The cost proposal includes all shipping and handling and detailed pricing on CISCO SMARTNET
RENEWAL items as required by the City of Edinburg.

SUBMITTED BY: Amanda Ewertowski, Sr. Program Manager

PROPOSER: CDW Government LLC

SIGNED: 

NAME (PRINT): Amanda Ewertowski, Sr. Program Manager

ADDRESS: 230 N. Milwaukee Ave.

CITY/STATE: Vernon Hills, IL ZIP: 60061

TELEPHONE: (877) 325-8221 Kyle Prochaska, Account Manager
Area Code

FAX: (312) 705-4917
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 36-4230110

EMAIL ADDRESS: kylepro@cdwg.com

*

Except with respect to the product specifications, quantities and prices included in this response, the terms and conditions found at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> apply to this submission unless the parties otherwise agree in a separate writing.

**SMARTnet RENEWAL QUOTE FOR CITY OF EDINBURG
EFFECTIVE COVERAGE CO-TERMED THROUGH SEPTEMBER 16, 2016**



Please Note: This Quote is valid for 30 days from the Quote Date
Quotes Generated On: July 15, 2016

CDW
Account Manager: Kyle Prochaska
120 S Riverside
Chicago, IL 60606
(312) 705-3270 phone

*CDW Confidential

Contract Type	Contract Number	Quote Number	Service Description	Annual Cost	Prorated Cost	Discounted Cost
SNT	95163327	13917735	8x5xNext Business Day	\$ 26,135.00	\$ 30,352.58	\$ 24,928.30
C4P	95163327	13917735	Onsite Premium 24x7x4	\$ 4,774.00	\$ 3,387.58	\$ 3,048.82

Total: \$ 30,909.00 \$ 27,977.12

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). This quote excludes sales tax (unless specifically stated).

Acceptance of Terms and Conditions of Sales and Services

By ordering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer thereby signifies its agreement with Seller: (i) The terms and conditions provided on this link apply: <http://www.cdw.com/content/terms-conditions/default.aspx>, except if there is an effective written agreement between the parties applicable to the Transaction, then the terms and conditions governing the Transaction are those contained in such effective written agreement; and (ii) that if Customer delivers or conveys to Seller by any means: (a) any additional terms or conditions; or (b) any terms or conditions that differ in any respect, material or otherwise, from those governing the Transaction, then such terms or conditions will be null and void unless accepted in a writing executed by the authorized signatories of both parties.

SMARTnet RENEWAL QUOTE FOR CITY OF EDINBURG
EFFECTIVE COVERAGE CO-TERMED THROUGH SEPTEMBER 16, 2017



Quote Number: 13917735
Contract Number: 95163327
8x5xNext Business Day (SNT)

Site ID#	Location	Item Name	Description	Serial Number	Begin Date	End Date	Annual Cost	Prorated Cost	Discounted Cost
2000180976	Edinburg, TX	C2921-CME-SRST/K9	2921 Voice Bundle w/PVDM3-32,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1611AJJQ	15-Jul-16	16-Sep-17	\$ 567.00	\$ 666.42	\$ 546.46
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX16128066	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX16128069	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
404572449	EDINBURG, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1447046B	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX16138701	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1613872W	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX16138739	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1613870P	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1613870W	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1613870S	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1613873X	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX16138746	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX161386ZB	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX161386ZK	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX161386YU	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX161386YT	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
2000180976	Edinburg, TX	CISCO2901-V/K9	Cisco 2901 Voice Bundle, PVDM3-16, UC License PAK, FL-CUBE10	FTX181882YX	15-Jul-16	16-Sep-17	\$ 314.00	\$ 369.06	\$ 302.63
1321869	EDINBURG, TX	UCUCS-EZ-C220M3S	UCS C220 M3 SFP dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K	PCH1813V05F	15-Jul-16	16-Sep-17	\$ 276.00	\$ 324.39	\$ 266.00
2000180976	Edinburg, TX	WS-C2960X-48IPS-L	Catalyst 2960-X 48 Gige PoE 740W, 4 x 1G SFP, LAN Base	POC1837860C	15-Jul-16	16-Sep-17	\$ 415.00	\$ 487.77	\$ 399.97
2000180976	Edinburg, TX	AIR-CT5508-S0-K9	5508 Series Controller for up to 50 APs	PCW1842L08G	15-Jul-16	16-Sep-17	\$ 2,924.00	\$ 3,436.70	\$ 2,818.09
404575004	EDINBURG, TX	WS-C2960S-24PS-L	Catalyst 2960S 24 Gige PoE 370W, 4 x SFP LAN Base	POC1443X78D	15-Jul-16	16-Sep-17	\$ 201.00	\$ 236.24	\$ 193.72
2000180976	Edinburg, TX	ASA5512-SND120-K9	NGFW ASA 5512-X w/ SW,6GE Data,1GE Mgmt,AC,3DPS/AES,SSD 120G	FTX1845106E	15-Jul-16	16-Sep-17	\$ 551.00	\$ 647.61	\$ 531.04
404575004	EDINBURG, TX	WS-C2960S-48IPS-L	Catalyst 2960S 48 Gige PoE 740W, 4 x SFP LAN Base	POC144Y25E	15-Jul-16	16-Sep-17	\$ 396.00	\$ 465.44	\$ 381.66
409603296	EDINBURG, TX	AIR-CT5508-12-K9	Cisco 5508 Series Wireless Controller for up to 12 APs	PCW1843L07M	15-Jul-16	16-Sep-17	\$ 1,429.00	\$ 1,679.56	\$ 1,377.24
2000180976	Edinburg, TX	WS-C3850-48U-S	Cisco Catalyst 3850 48 Port UPOE IP Base	POC1842U1KM	15-Jul-16	16-Sep-17	\$ 882.00	\$ 1,036.65	\$ 850.05
404575004	EDINBURG, TX	WS-C2960S-48IPS-L	Catalyst 2960S 48 Gige PoE 740W, 4 x SFP LAN Base	POC1444Y24I	15-Jul-16	16-Sep-17	\$ 396.00	\$ 465.44	\$ 381.66
2000180976	Edinburg, TX	WS-C3850-24U-S	Cisco Catalyst 3850 24 Port UPOE IP Base	PCW1841C1EC	15-Jul-16	16-Sep-17	\$ 491.00	\$ 577.09	\$ 473.21
404575004	EDINBURG, TX	CISCO2921-V/K9	Cisco 2921 Voice Bundle, PVDM3-32, UC License PAK, FL-CUBE10	FTX1502AJLH	15-Jul-16	16-Sep-17	\$ 567.00	\$ 666.42	\$ 546.46
2000180976	Edinburg, TX	WS-C3850-48U-S	Cisco Catalyst 3850 48 Port UPOE IP Base	POC1842X1LZ	15-Jul-16	16-Sep-17	\$ 882.00	\$ 1,036.65	\$ 850.05
2000180976	Edinburg, TX	WS-C2960X-24PS-L	Catalyst 2960-X 24 Gige PoE 370W, 4 x 1G SFP, LAN Base	PCW1845A67D	15-Jul-16	16-Sep-17	\$ 201.00	\$ 236.24	\$ 193.72
2000180976	Edinburg, TX	C2921-CME-SRST/K9	2921 Voice Bundle w/PVDM3-32,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1847AKUJ	15-Jul-16	16-Sep-17	\$ 567.00	\$ 666.42	\$ 546.46
2000180976	Edinburg, TX	CISCO2921-V/K9	Cisco 2921 Voice Bundle, PVDM3-32, UC License PAK, FL-CUBE10	FTX1847AM3D	15-Jul-16	16-Sep-17	\$ 567.00	\$ 666.42	\$ 546.46
2000180976	Edinburg, TX				5-Aug-16	16-Sep-17	\$ 95.00	\$ 106.19	\$ 95.57
416252313	EDINBURG, TX	ASA5508-K9	ASA 5508-X with FirePOWER services, 8GE, AC, 3DES/AES	JMX1931Z11U	26-Aug-16	16-Sep-17	\$ 431.00	\$ 456.98	\$ 374.72
416252313	EDINBURG, TX	ASA5508-K9	ASA 5508-X with FirePOWER services, 8GE, AC, 3DES/AES	JMX1932Z047	17-Sep-16	16-Sep-17	\$ 431.00	\$ 431.00	\$ 353.42
2000180976	Edinburg, TX				11-Feb-17	16-Sep-17	\$ 95.00	\$ 56.74	\$ 51.07
405733444	EDINBURG, TX	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	FD01528R0FZ	15-Jul-16	16-Sep-17	\$ 819.00	\$ 962.61	\$ 789.34
405733444	EDINBURG, TX	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	FD01528K0EV	15-Jul-16	16-Sep-17	\$ 819.00	\$ 962.61	\$ 789.34
405733444	EDINBURG, TX	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	FD01528R0G6	15-Jul-16	16-Sep-17	\$ 819.00	\$ 962.61	\$ 789.34
2000180976	Edinburg, TX				14-Dec-16	16-Sep-17	\$ 431.00	\$ 327.09	\$ 294.38
1321869	EDINBURG, TX	UCUCS-EZ-C220M3S	UCS C220 M3 SFP dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K	PCH1813V2VV	15-Jul-16	16-Sep-17	\$ 276.00	\$ 324.39	\$ 266.00
2000180976	Edinburg, TX	WS-C2960X-48IPS-L	Catalyst 2960-X 48 Gige PoE 740W, 4 x 1G SFP, LAN Base	POC183785DQ	15-Jul-16	16-Sep-17	\$ 415.00	\$ 487.77	\$ 399.97
2000180976	Edinburg, TX	WS-C2960X-48IPS-L	Catalyst 2960-X 48 Gige PoE 740W, 4 x 1G SFP, LAN Base	POC183785FK	15-Jul-16	16-Sep-17	\$ 415.00	\$ 487.77	\$ 399.97
2000180976	Edinburg, TX	WS-C2960X-48IPS-L	Catalyst 2960-X 48 Gige PoE 740W, 4 x 1G SFP, LAN Base	POC183785S5	15-Jul-16	16-Sep-17	\$ 415.00	\$ 487.77	\$ 399.97
2000180976	Edinburg, TX	WS-C2960X-24PS-L	Catalyst 2960-X 24 Gige PoE 370W, 4 x 1G SFP, LAN Base	PCW1838ASQ1	15-Jul-16	16-Sep-17	\$ 201.00	\$ 236.24	\$ 193.72
2000180976	Edinburg, TX	WS-C2960X-24PS-L	Catalyst 2960-X 24 Gige PoE 370W, 4 x 1G SFP, LAN Base	PCW1838ASN2	15-Jul-16	16-Sep-17	\$ 201.00	\$ 236.24	\$ 193.72
2000180976	Edinburg, TX	WS-C2960X-24PS-L	Catalyst 2960-X 24 Gige PoE 370W, 4 x 1G SFP, LAN Base	PCW1838ASPO	15-Jul-16	16-Sep-17	\$ 201.00	\$ 236.24	\$ 193.72
2000180976	Edinburg, TX	WS-C2960X-24PS-L	Catalyst 2960-X 24 Gige PoE 370W, 4 x 1G SFP, LAN Base	PCW1838ASPW	15-Jul-16	16-Sep-17	\$ 201.00	\$ 236.24	\$ 193.72
2000180976	Edinburg, TX	WS-C3750V2-48PS-S	Catalyst 3750V2 48 10/100 PoE + 4 SFP Standard Image	FD01519X3FU	15-Jul-16	16-Sep-17	\$ 510.00	\$ 599.42	\$ 491.52
405733444	EDINBURG, TX	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	FD01528K164	15-Jul-16	16-Sep-17	\$ 819.00	\$ 962.61	\$ 789.34
405733444	EDINBURG, TX	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	FD01528R1LL	15-Jul-16	16-Sep-17	\$ 819.00	\$ 962.61	\$ 789.34
405733444	EDINBURG, TX	WS-C3750X-48P-S	Catalyst 3750X 48 Port PoE IP Base	FD01528R1LU	15-Jul-16	16-Sep-17	\$ 819.00	\$ 962.61	\$ 789.34
409603296	EDINBURG, TX	C2921-CME-SRST/K9	2921 Voice Bundle w/PVDM3-32,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1611AJJ6	15-Jul-16	16-Sep-17	\$ 567.00	\$ 666.42	\$ 546.46

Total:

\$ 24,928.30

Site ID#	Site Name	Address
1321869	CITY OF EDINBURG	210 WEST MCINTYRE, EDINBURG, TX, 78539
2000180976	CITY OF EDINBURG (TX)	415 W. UNIVERSITY DRIVE, PUBLIC INFORMATION, Edinburg, TX, 78541
404572449	CITY OF EDINBURG BOYS & GIRLS	702 S 18TH AVE, EDINBURG, TX, 78539
404575004	CITY OF EDINBURG SOLID WASTE	1201 N DOOLITTLE RD, EDINBURG, TX, 78542
405733444	CITY OF EDINBURG	POLICE DEPT, 1702 S CLOSNER BLVD, EDINBURG, TX, 78539
409603296	CITY OF EDINBURG - VOLUNT	212 W. MCINTYRE, PO # P120867, UBALDO PEREZ, EDINBURG, TX, 78541
416252313	CITY OF EDINBURG	1702 S CLOSNER BLVD, MUNICIPAL CT, EDINBURG, TX, 78539

SMARTnet RENEWAL QUOTE FOR VIPERS BASKETBALL LLC
EFFECTIVE COVERAGE CO-TERMED THROUGH SEPTEMBER 16, 2017



Quote Number: 13917735
Contract Number: 95163327
Onsite Premium 24x7x4 (C4P)

Site ID#	Location	Item Name	Description	Serial Number	Begin Date	End Date	Annual Cost	Prorated Cost	Discounted Cost
420956188	EDINBURG, TX	Cisco 3945E	Cisco 3945E Voice Bundle PAK DM8-04 UC License PAK PL CUBLES	PTX1902AKM2	1-Jan-17	16-Sep-17	\$ 4,774.00	\$ 3,387.58	\$ 3,048.82

Total:

\$ 3,048.82

<u>Site ID#</u>	<u>Site Name</u>	<u>Address</u>
420956188	VIPERS BASKETBALL LLC	315 E PALM DR, EDINBURG, TX, 78539

I have read and understood the requirements set forth in this RFP # and agree to comply except as noted.
The cost proposal includes all shipping and handling and detailed pricing on CISCO SMARTNET
RENEWAL items as required by the City of Edinburg.

SUBMITTED BY: Desert Communications, Inc.

PROPOSER: Hellie R. Smith, Account Mgr.

SIGNED: 

NAME (PRINT): Charles Mosely, VP Finance

ADDRESS: 7100 Westwind Drive, Ste. 300

CITY/STATE: El Paso, TX ZIP: 79912

TELEPHONE: (915) 584-1287
Area Code

FAX: (915) 581-7697
Area Code


FEDERAL TAX IDENTIFICATION NUMBER: 74-2700166

EMAIL ADDRESS: chuck@descominc.com

City of Edinburg - Information Technology Department - Network Equipment Inventory

Proposal for Total Care SMARTNet by Desert Communications, Inc. RFP #2016-020

Site	#	Brand	Type	Model Number	Serial Number	Quan.	Part No.	Price
City Hall	1	Cisco	UCS	C220 M3	FCH1813V05F	1	CON-SNT-UC220M3S	\$248.40
	2	Cisco	ASA to PD	5508X	JMX1927Z0PB		CON-SNT-ASA5508K	\$387.90
Wastewater Treatment Plant	1	Cisco	Router	2901	FTX16128069	1	CON-SNT-2901CMST	\$282.60
Boys & Girls Club - Kuhn St.	1	Cisco	Router	2901/ k9	FTX1613870S	1	CON-SNT-2901CMST	\$282.60
Fire Substation # 3	1	Cisco	Router	2901 /k9	FTX161386YT	1	CON-SNT-2901CMST	\$282.60
Fire Substation # 4	1	Cisco	Router	2901/ k9	FTX16138739	1	CON-SNT-2901CMST	\$282.60
New Boys and Girls Club - Cullen St	1	Cisco	Router	2901	FTX1447046B	1	CON-SNT-881SECK	\$60.30
West Water Treatment Plant	1	Cisco	Router	2901	FTX1613870W	1	CON-SNT-2901CMST	\$282.60
Boys and Girls Club - Sugar Rd.	1	Cisco	Router	2901	FTX1613870P	1	CON-SNT-2901CMST	\$282.60
Downtown Water Treatment Plant	1	Cisco	Router	2901 /k9	FTX161386YU	1	CON-SNT-2901CMST	\$282.60
Ebony Golf Course	1	Cisco	Router	2901 /k9	FTX16138746	1	CON-SNT-2901CMST	\$282.60
Public Library	1	Cisco	Router	2901/K9	FTX1613872W	1	CON-SNT-2901CMST	\$282.60
Fire Station #1	1	Cisco	Router	2921/K9	FTX1611AJJ6	1	CON-SNT-2921CMST	\$510.30
Parks & Recreation	1	Cisco	Router	2921/K9	FTX1847AKUJ	1	CON-SNT-2921CMST	\$510.30
	2	Cisco	ASA	ASA5512	FTX1845106E	1	CON-SNT-A12SDK9	\$495.90
	3	Cisco	Router	2921 /k9	FTX1847AM3D	1	CON-SNT-2921V	\$510.30
	4	Cisco	WLC	5508	FCW1842L08G	1	CON-SNT-CT5508	\$2,631.60
	5	Cisco	Router	c3900- soe250 /k9	FOC184853G6		CON-SNT-3945EV	\$2,148.30
	6	Cisco	Switch	WS-C3750V2-48PS-S	FDO1519X3FU	1	CON-SNT-375V48PS	\$459.00
	7	Cisco	Switch	C2960X	FCW1845A670		CON-SNT-WSC224SL	\$180.90
	8	Cisco	Switch	C2960X	FOC1837S5DQ	1	CON-SNT-WSC294SL	\$373.50
	9	Cisco	Switch	C2960X	FOC1837S60C	1	CON-SNT-WSC294SL	\$373.50
	10	Cisco	Switch	C2960X	FCW1838A5N2	1	CON-SNT-WSC224SL	\$180.90
	11	Cisco	Switch	C2960X	FCW1838A5PQ	1	CON-SNT-WSC224SL	\$180.90
	12	Cisco	Switch	C2960X	FCW1838A5PW	1	CON-SNT-WSC224SL	\$180.90


 Charles Mosely, VP Finance Page 320

	13	Cisco	Switch	C2960X	FCW1838A5Q1	1	CON-SNT-WSC224SL	\$180.90
	14	Cisco	Switch	C2960X	FOC1837S5TK	1	CON-SNT-WSC294SL	\$373.50
	15	Cisco	Switch	C2960X	FOC1837S5S6	1	CON-SNT-WSC294SL	\$373.50
	16	Cisco	Switch	C3850	FCW1841C1EC	1	CON-SNT-WS8524US	\$441.90
	17	Cisco	Switch	C3850	FOC1842X1LZ	1	CON-SNT-WS3548US	\$793.80
	18	Cisco	Switch	C3850	FOC1842U1KM	1	CON-SNT-WS3548US	\$793.80
Fire Substation # 2	1	Cisco	Router	Cisco 2901/K9	FTX161386ZK	1	CON-SNT-2901CMST	\$282.60
Los LaQos Golf Course	1	Cisco	Router	2901/ k9 V4	FTX161386ZB	1	CON-SNT-2901CMST	\$282.60
Police Deoartment	1	Cisco	Switch	WS-C3750X-48P-S	FDO1528R1LU	1	CON-SNT-3750X4PS	\$737.10
	2	Cisco	Switch	WS-C3750X-48P-S	FDO1528R0FZ	1	CON-SNT-3750X4PS	\$737.10
	3	Cisco	Switch	WS-C3750X-48P-S	FDO1528R0G6	1	CON-SNT-3750X4PS	\$737.10
	4	Cisco	Switch	WS-C3750X-48P-S	FDO1528K0EV	1	CON-SNT-3750X4PS	\$737.10
	5	Cisco	Router	2921 /K9 v06	FTX1611AJJQ	1	CON-SNT-2921CMST	\$510.30
	6	Cisco	ASA	ASA5508v0 1 to McA	JMX1932Z047		CON-SNT-ASA5508K	\$387.90
	7	Cisco	Router	2901/k 9 V06	FTX181882YX	1	CON-SNT-2901V	\$282.60
	8	Cisco	UCS	C220 M3	FCH1813V2VV	1	CON-SNT-UC220M3S	\$248.40
	9	Cisco	WLC	5508	FCW1843L07M	1	CON-SNT-CT0812	\$1,286.10
	10	Cisco	Switch	WS-C3750X-48P-S	FDO1528K164	1	CON-SNT-3750X4PS	\$737.10
	11	Cisco	Switch	WS-C3750X-48P-S	FDO1528R1LL	1	CON-SNT-3750X4PS	\$737.10
	12	Cisco	ASA	ASA5508v01 McA to	JMX1931Z11U		CON-SNT-ASA5508K	\$387.90
World Birding Center	1	Cisco	Router	2901	FTX16128066	1	CON-SNT-2901CMST	\$282.60
	2	Cisco	Switch	2960	FOC1849W6MA		CON-SNT-ASA5508K	\$387.90
Service Center - Doolittle	1	Cisco	Router	2901/K9	FTX16138701	1	CON-SNT-2901CMST	\$282.60
Airport	1	Cisco	Router	2901/k9	FTX1613873X	1	CON-SNT-2901CMST	\$282.60
	2	Cisco	Switch	Catalyst 2960	FOC1933S60J		CON-SNT-WSC296CL	\$85.50
Solid Waste Mqmt. (Landfill)	1	Cisco	Router	2921 /K9	FTX1502AJLH	1	CON-SNT-2921V	\$510.30
	2	Cisco	Switch	2960S	FOC1444Y25E	1	CON-SNT-2960S4FS	\$356.40
	3	Cisco	Switch	2960S	FOC1444Y24L	1	CON-SNT-2960S4FS	\$356.40
	4	Cisco	Switch	2960S	FOC1443X78D	1	CON-SNT-2960S2PS	\$179.90



Charles Mosely, VP Finance



Desert Communications, Inc.

Network & Telecommunication Services

"Providing Solutions"

Executive Summary

Headquarters:

7100 Westwind Dr., Ste. 300
El Paso, TX 79912
915.584.1287 phone / 915.581.7697 fax

Arizona office:

6991 East Camelback Road, Ste. D-300
Scottsdale, AZ 85251
844.523.0915

Dallas/Ft. Worth area office:

401 South Sherman Street, Ste. 309
Richardson, TX 75081
844.523.0915

California office:

7825 Fay Avenue, Ste. 200
La Jolla, CA 92037
858.859-1761

Federal Tax ID # 74-2700166
Texas Taxpayer # 1-74-2700166-8

Arizona Tax License # 07670317
California Sales Permit # 102604999
New Mexico ID # 02-270484-00-1

Organization: Texas C Corporation (1994)

USAC SPIN: 143005691

Employees: 42 permanent; 15 contract

Customers: 60+ K-12 School districts; colleges and universities; hospitals; supermarkets; banks; commercial manufacturers

Partnerships: Cisco, HP, Novell, Lenovo, Microsoft, Commscope, Panduit, Seimon. BICSI member

Contracts: State of Texas DIR (HP, Cisco, XIO, Cabling); State of NM 1GPA; ASC/ESC Region 19

Services: Design, installation and support of complete networking systems, including LAN and WAN, VPN, VoIP, Video, SAN, Archive, Backup and Firewall/Security implementation; file and print server services, application servers, business and administration email and desktop management; internet solutions including email, proxy services, content filtering, web hosting and DNS services. Structured cabling systems design and installation

Currently: Cabling contracts in excess of \$10 million

Historically: \$60 million+ in cabling work throughout the Southwest. Participation in the E-Rate Program since Year 1 (1998).

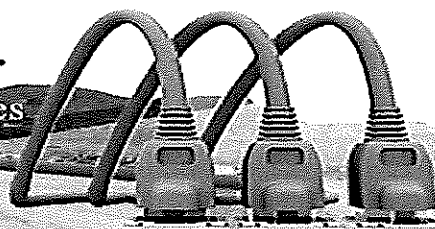
EXECUTIVE SUMMARY

Proprietary Notice: The information contained in this report is confidential and privileged. No part of this response is to be disclosed or reproduced without written permission from Desert Communications, Inc.

Desert Communications, Inc.

Network and Telecommunication Services

"Providing Solutions"



SERVICES & OFFERINGS:

- Structured Cabling, Fiber LAN & WAN
- Networking
- Email, Content Filtering, Message Archiving
- Technical Support
- Video Surveillance
- Antivirus Software
- Video Conferencing & Telepresence
- Voice over IP Telephony
- Interactive Whiteboard Solutions
- Computers and Peripherals
- SAN/ Disaster Recovery
- Data Backup
- Virtualization
- Data Center Power & Cooling
- IT Consulting
- Cloud-based Solutions

PURCHASING VEHICLES & CONTRACTS:

- TX Cabling DIR
- TX Cisco DIR
- TX HP DIR
- Region 19 Cooperative
- NM 1GPA

HEADQUARTERS:

7100 Westwind Drive, Ste. 300
El Paso, Texas 79912
915-584-1287 • 915-581-7697 (Fax)

DALLAS / FORT WORTH:

401 So. Sherman Street, Ste. 309
Richardson, TX 75081
469-400-5187

Sales Offices also
in Lubbock, TX
New Mexico
Arizona
California



**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**Print or type
See Specific instructions on page 2.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**DESERT COMMUNICATIONS, INC.****2** Business name/disregarded entity name, if different from above**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
- ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
- Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
- ☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)**7100 WESTWIND DRIVE, STE. 300****6** City, state, and ZIP code**EL PASO, TX 79912**

Requester's name and address (optional)

**City of Edinburg
415 W. University Drive
Edinburg, TX 78541****7** List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-							
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or

Employer identification number

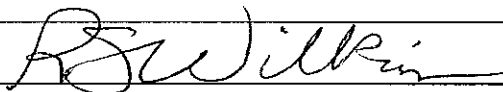
7	4	-	2	7	0	0	1	6	6
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Part II Certification

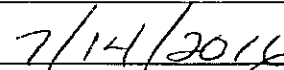
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Desert Communications, Inc.

Network & Telecommunication Services

"Providing Solutions"

Customer References

Customer	El Paso ISD – El Paso, Texas
Contact	Jessica Herrera – Director Network Services
Contact Phone/Email	915-887-5469 / jsherrer@episd.org
Project	Wireless and Network Electronics Upgrade
Description	Through the Erate 15 Funding Cycle, DCI was awarded a \$10 million dollar contract to upgrade 51 campuses in EPISD. This upgrade consists of new Cisco 802.11ac wireless access points, Cisco 10/100/1000 stackable switches, configuration and installation.
Project \$ Value	\$10 million
Cost Control Method	Erate Project Budget

Customer	Irving ISD – Irving, Texas
Contact	Audelia Guerrero, Network Infrastructure
Contact Phone/Email	972-600-5283 / aguerrero@irvingisd.net
Project	MAC / Cabling Project
Description	MAC work and large project cabling since 2010.
Project \$ Value	\$25k
Cost Control Method	Erate Project Budget

Customer	Deming Public Schools – Deming, New Mexico
Contact	Ragena Blankenship – Director of Technology
Contact Phone/Email	575-546-8841 / Ragena.blankenship@demingps.org
Project	Cabling, Wireless and Network Electronics
Description	DCI has upgraded wireless, switching and cabling in several campuses in Deming Public Schools. Deming is using Cisco switching with Meraki Cloud-based wireless.
Project \$ Value	\$400k
Cost Control Method	Erate Awards with Out of Pocket Purchases

Customer	Dallas ISD – Dallas, Texas
Contact	Gary Shuman – Exec. Director Technology Infrastructure
Contact Phone/Email	(972) 925-5670 / gshuman@dallasisd.org
Project	District wide cabling
Description	DCI was awarded a \$5 million dollar cabling award, as a function of a Dallas ISD bond initiative. The funds are being spent on MAC requests in the District as well as retrofitting campuses with new Cat6 cable
Project \$ Value	\$5 million
Cost Control Method	Bond Initiative

Customer	Socorro ISD – El Paso, Texas
Contact	Raul Rodriguez or Hector Reyna – Chief Technology Officer
Contact Phone/Email	915-937-1011 rrodi66@sisd.net / 915-937-1111
Project	Cabling, Wireless and Network Electronics for New Schools
Description	Installation of a Uniprise cabling plant to include data/voice/wireless and fiber backbones as well as MC/IC closet construction. DCI has also installed Cisco switches and Meraki wireless in several new campuses that are under construction as a result of bond initiatives.
Project \$ Value	\$2 million
Cost Control Method	Erate Awards with Bond Funding for new schools

Customer	Levelland ISD – Levelland, Texas
Contact	Mike Sapia – Director of Technology Support
Contact Phone/Email	806-894-9628 / msapia@esc17.net
Project	Network Electronics, Telephony and Cabling
Description	DCI has upgraded several campuses in Levelland ISD to 802.11n wireless along with new 10/100/1000 switches. Additionally, Levelland ISD has implemented a Cisco Unified Communications Manager Express IP Phone System in their District, which DCI has designed, sold, configured and installed.
Project \$ Value	\$1.3 million
Cost Control Method	Erate funding in year 12 and 13 and Bond Initiative in 2013

Customer	Littlefield ISD – Littlefield, Texas
Contact	Tammy Demel – Technology Coordinator
Contact Phone/Email	806-385-4150 / tdemel@littlefield.k12.tx.us
Project	Cabling
Description	Installed structured cabling district-wide along with Cisco network electronics and wireless. DCI has served Littlefield for over 14 years, providing support for their cabling infrastructure and network administration.
Project \$ Value	\$500K
Cost Control Method	Several, including out of pocket expenses and Erate awards

CUSTOMER REFERENCES

2

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July 18, 2016

City of Edinburg
c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541
956-388-8204

Dear Leo Gonzales Jr.,

Thank you for your interest in SHI Government Solutions ("SHI") and for the opportunity to participate in the The City of Edinburg's Request for Proposal for **CISCO SMARTNET RENEWALS, RFP # 2016-020**. SHI values your business and we are committed to continuing the level of service and support that the The City of Edinburg has come to know and expect from SHI. SHI Government Solutions was incorporated in Texas in 1999, and is certified as an AS/F HUB with Texas Comptroller of Public Accounts' VID# 1223695478500.

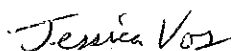
SHI's Cisco SMARTnet practice has a number of dedicated resources and world-class tools to help customers navigate the complexities of SMARTnet agreements and avoiding risks associated with downtime. SHI takes an extremely proactive approach to ensure customers are properly covered and to avoid lapses in coverage through our renewal management offering, Volume Program Management. Our combination of dedicated SMARTnet Sales Specialists and Operational SMARTnet team work to provide an excellent experience for customers by guiding customers through the renewal process, reducing contract sprawl, and streamlining agreement end dates. SHI works to ensure customers are properly covered, no equipment goes uncovered, and presents strategic pricing options to reduce annual recurring costs.

Some examples of the value we add for our customers:

- Co-term and consolidate their contracts
- Ensure appropriate SMARTnet support levels are assigned
- Prevent contracts from expiring unnoticed
- Proactively track contract expiration through SHI's Volume Program Management

We appreciate the opportunity to participate in this RFP. We encourage you to contact our customers, visit our headquarters in Austin, and our web site at www.publicsector.shidirect.com. If you require any additional information, please contact me at 732-652-7657 or Jessica_Vos@shi.com. Thank you in advance for your consideration and we look forward to hearing from you.

Sincerely,

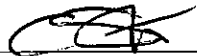


Jessica Vos
Account Executive
SHI Government Solutions

I have read and understood the requirements set forth in this RFP # and agree to comply except as noted.
The cost proposal includes all shipping and handling and detailed pricing on CISCO SMARTNET
RENEWAL items as required by the City of Edinburg.

SUBMITTED BY: Jessica Vos, Account Executive

PROPOSER: SHI Government Solutions

SIGNED: X 

NAME (PRINT): Cassie Skelton, Sr. Contracts Specialist

ADDRESS: 1301 S. Mo-Pac Expressway (authorized to bind)

CITY/STATE: Austin, TX ZIP: 78746

TELEPHONE: (800) 870-6079

Area Code

FAX: (512) 732-0232

Area Code

FEDERAL TAX IDENTIFICATION NUMBER: 22-3695478

EMAIL ADDRESS: Jessica_Vos@shi.com



Pricing Proposal
Quotation #: 11862481
Created On: 7/11/2016
Valid Until: 7/29/2016

CITY OF EDINBURG

Inside Account Executive

Leo Gonzales
PO BOX 1079
ATTN: ACCOUNTS PAYABLE
EDINBURG, TX 78540
United States
Phone: (956) 388-8201
Fax:
Email: lgonzales@cityofedinburg.com

Jessica Vos
290 Davidson Ave
Somerset, NJ 08873
Phone: 800-477-6479
Fax: 800-477-6479
Email: Jessica_Vos@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD Cisco Systems - Part#: CON-SNT-SMS-1	1429	\$0.78	\$1,114.62
2	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD Cisco Systems - Part#: CON-SNT-SMS-1000	14	\$781.55	\$10,941.70
3	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD Cisco Systems - Part#: CON-SNT-SMS-1	9223	\$0.78	\$7,193.94
4	Cisco SMARTnet Onsite - Extended service agreement - replacement - on-site - 24x7 - response time: 4 h Cisco Systems - Part#: CON-OSP-SMS-1	4774	\$0.86	\$4,105.64
5	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD Cisco Systems - Part#: CON-SNT-SMS-1	95	\$0.86	\$81.70
6	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD Cisco Systems - Part#: CON-SNT-SMS-1	431	\$0.86	\$370.66
7	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD Cisco Systems - Part#: CON-SNT-SMS-1	431	\$0.86	\$370.66
8	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time: NBD Cisco Systems - Part#: CON-SNT-SMS-1	431	\$0.86	\$370.66
9	Cisco SMARTnet - Extended service agreement - replacement - 8x5 - response time:	95	\$0.86	\$81.70

Total	\$24,631.28
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Additional Comments

Thank You for choosing SHI-GSI! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Cisco Specializations

SHI offers a unique value proposition that goes beyond fulfilling Cisco products. We are an ideal partner to help deliver on the full Cisco solution vision because of our world-class resources and solution offerings.

Advanced Borderless Network Architectures

- Cisco Borderless Networks Architecture Design Specialists
- Cisco Borderless Network Sales Specialists
- Cisco Borderless Networks R&S Support Specialists
- Cisco Borderless Networks Security Support Specialists

Advanced Data Center Architectures

- Cisco Data Center Sales Specialists
- Cisco Data Center Architecture Design Specialists
- Cisco Data Center Support for UG Specialists
- Cisco Data Center UF Support Specialists
- Cisco Data Center AS Support Specialists

Advanced Collaboration Architectures

- Cisco Collaboration Sales Specialists
- Cisco Collaboration Architecture Design Specialists
- Cisco Collaboration Support Specialists
- Cisco Rich Media Communications Specialists
- Cisco IP Contact Center Express Specialists
- Cisco Unity Support Specialists

Prerequisites

- Cisco Certified Network Associate
- Cisco Certified Network Professional
- Cisco Certified Design Professional
- Cisco Certified Internetwork Expert



Polaris IT Asset Management (ITAM)

Leveraging over 20 years of volume licensing expertise, Polaris helps organizations build a Software Asset Management practice that results in increased license and organizational standards compliance, cost-savings, better utilization of existing resources and streamlined IT processes – so you can remain focused on meeting increasing customer demands.

SMARTnet Management

SHI eliminates the hassle of managing complex SMARTnet agreements by leveraging our Polaris Renewal Organizer, an organized and rolling timeline of your organization's expiring technology maintenance and support.

Data Center and Cloud Services

Backed by strategic relationships with OEM partners such as NetApp, EMC, and VMware, SHI's Solution Architects and Engineers help you design and build a next-generation data center that transforms your business. Whether it's an initial consultation, Multi-Tenant, Private or Managed Private Cloud, SHI helps you accelerate to the cloud in the fastest, most secure, reliable and cost-effective way possible.

Mobility Services

With a dedicated mobility practice to help customers support the proliferation of mobile devices and Bring Your Own Device Initiatives, SHI can help evaluate your current IT infrastructure to maximize your mobile device investment and allow employees to be productive in a secure, controlled environment.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1223695478500
File/Vendor Number:	082075
Approval Date:	21-APR-2016
Scheduled Expiration Date:	21-APR-2020

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
SHI GOVERNMENT SOLUTIONS, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 22-APR-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/hubonly.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev. 01/15



Cisco Channel Partner Program

Gold Certified Partner

04/21/2015

Jay Tilak
SHI INTERNATIONAL CORPORATION
290 DAVIDSON AVE
Somerset Nj 08873
United States

Dear Jay Tilak,

Congratulations on your re-certification as a Cisco® Gold Certified Partner.

This designation demonstrates that your company has met the standards for networking competency, service and support, and customer satisfaction. It also demonstrates that you have the technical ability and product knowledge necessary to provide leading-edge Cisco solutions to your customers. We have provided a customized plaque that acknowledges your achievement and can be displayed in your place of business.

By becoming re-certified, you have strengthened your credibility among your customers, established a stronger relationship with Cisco and its sales teams, and have access to a wealth of programs and support services from Cisco. You will be recognized and promoted for your certification level and accompanying specializations on the Cisco Partner Locator tool-the first stop for many customers seeking to do business with a Cisco Certified Partner.

You also have access to the online Partner Sales and Marketing Kit at <http://www.cisco.com/go/partnerkits>, which provides links and information to the many benefits you receive for participating in the Cisco Channel Partner Program. Included in the kit are:

- Partner resources: Materials to help you promote your business, including Cisco Gold logos in various formats, logo usage guidelines, press release templates, and more
- Partner enablement tools: Tools and programs to help you promote your business, including messaging guides, training resources, and a Quick Reference Guide to Partner Enablement

A customized certificate that acknowledges your achievement is also available for a fee. Certificates or additional plaques can be ordered at <http://www.cisco.com/go/partnerkits>.

We hope the contents of this kit prove to be useful in facilitating your marketing efforts and in strengthening your partnership with Cisco. We value the level of commitment you have demonstrated and look forward to continuing a successful partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Ricardo Moreno".

Ricardo Moreno
Senior Director - Strategy, Planning and Programs
Cisco Worldwide Partner Organization

SHI Comments To Terms And Conditions for the City of Edinburg

This proposal is based on mutually agreeable terms and conditions. If SHI is a potential candidate for award, we will be pleased to discuss the details of the terms and conditions for the contract. If SHI and You already have a contract in place that covers these offerings, we can use those to avoid conflicting documents and make the contracts turnaround time faster. SHI is a reseller and not OEM. SHI provides services as a reseller. Therefore, the terms and conditions have been modified below to reflect this relationship.

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
Payment	(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.	(13) The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements <u>receipt of a valid invoice</u> . No other method of payment will be considered.	SHI's payment terms begin after receipt of a valid invoice.
Indemnification Clause	(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.	(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of arising from the use of patented appliances, products or processes <u>that have been developed or manufactured by the Respondent ("Respondent IP")</u> , and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes <u>Respondent IP are</u> used.	As a reseller, SHI cannot warrant noninfringement in third party products. We will indemnify you for infringement in products we manufacture or develop.
Right to Audit	(22) The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month the date of such notice until paid.	(22) The City of Edinburg reserves the right to audit the vendor's <u>financial</u> books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' <u>thirty (30) days'</u> advance notice, to audit, to examine, and to make copies of or extracts from the books of account and <u>financial</u> records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. <u>Audits shall not take place more than once annually.</u> If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month the date of such notice until paid.	SHI will allow audits of our financial records upon thirty days notice and no more than once a year. SHI will not pay liquidated damages.
Section II Information & Instructions; 1.13	Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend, and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Edinburg, its employees, and agents, from any liability of any nature or kind in regard to	Indemnification: Proposer, at its own expense and without exception, shall indemnify, defend, and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Edinburg, its employees, and agents, from any liability of any nature or kind in regard to the delivery of the CISCO	

SHI Comments To Terms And Conditions for the City of Edinburg

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
	the delivery of the CISCO SMARTNET RENEWAL.	SMARTNET RENEWAL arising from Proposer's performance of this contract.	
ADD		<p><u>LIMITATION OF LIABILITY:</u></p> <p><u>NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</u></p> <p><u>EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CITY OF EDINBURG TO PROPOSER UNDER THIS CONTRACT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.</u></p>	If awarded, SHI would like this clause added to the final contract.
ADD		<p><u>Force Majeure:</u></p> <p><u>Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City of Edinburg, Proposer or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Proposer shall notify City of Edinburg promptly of any such delay and shall specify the effect on the product as soon as practical.</u></p>	If awarded, SHI would like this clause added to the final contract.
ADD		<p><u>Returns:</u></p> <p><u>All returns will be subject to Proposer's return policy at www.shi.com/returnpolicy.</u></p>	If awarded, SHI would like this clause added to the final contract.
ADD		<p><u>WARRANTY DISCLAIMER:</u></p> <p><u>EXCEPT AS OTHERWISE PROVIDED IN THIS ORDER, PROPOSER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR</u></p>	If awarded, SHI would like this clause added to the final contract.

SHI Comments To Terms And Conditions for the City of Edinburg

Ref.	Customer Terms and Conditions	SHI Redline	SHI Explanation
		<p>IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.</p>	

BIDDER'S LIST CISCO SMARTNET RENEWALS

**Ricoh USA
Aissa Garcia
1400 N. McColl Rd., Ste. 103
McAllen, Texas 78501**

**INX LLC.
1955 Lakeway Dr. Suite 220
Lewisville, Texas 75057**

**Insight Public Sector
Darak Weaver
956-661-5870
darak.weaver@insight.com**

**CDW-G
Sam Buhler
120 S. Riverside Plaza
Chicago, IL 60606**

**PCMailGov
Maikol Garay
14120 Newbrook Drive, Suite 100
Chantilly, VA 20151**

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Awarding Bid No. 2016-91, Ammunition, to GT Distributors, Inc. for Item #1 in the Amount of \$13,429.44 and to Precision Delta Corporation for Item #3 in the Amount of \$10,425. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

On Friday June 10, 2016, bids were opened for Bid No. 2016-91 Ammunition. A total of five (5) bids were received and opened. Three (3) bids met all specifications, one (1) was a single line item submission and the fifth was a "No Bid". A review and tabulation of the bidders revealed the lowest responsible bidder meeting specifications for the following ammunition:

GT Distributors Inc. – Item #1 - 36,000 rounds of 223 Rem (5.56 X 45mm) in the amount of \$13,429.44.

Precision Delta Corporation – Item #3 - 50,000 rounds of 40 Cal. S&W 165 grain FMJ in the amount of \$10,425.00.

Item #2 will not be awarded. Funding for the ammunition in the amount of \$23,854.44 will be funded through the Police Department's 2015-16 General Fund Operating Budget.

Staff has verified Precision Delta Corporation and GT Distributors Inc., has no outstanding debts with the City. The City of Edinburg has done business with Precision Delta Corporation and GT Distributors Inc., in the past. Precision Delta Corporation and GT Distributors Inc., has no exclusions active in the System for Award Management.

RECOMMENDATION:

Consider Awarding Bid No. 2016-91, Ammunition, to GT Distributors, Inc. for Item #1 in the Amount of \$13,429.44 and to Precision Delta Corporation for Item #3 in the Amount of \$10,425.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
by SM

Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

/s/David White

David White
Chief of Police

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

BID RECOMMENDATION FORM

Title: Ammunition
 Bid No.: 2016-91
 Date Opened: 6/10/2016

			Armscar Cartridge Inc.		GT Distributors		Kiesler Police Supply	
ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	36,000	Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) or equal		No Bid	\$373.04	\$13,429.44	\$310.94	\$22,387.68
2	10,000	Winchester Ranger T-Series JHP RA40TA or equal		No Bid	\$514.50	\$5,145.00	\$386.26	\$3,862.60
3	50,000	Winchester 40 Cal. S&W 165 grain FMJ or equal	\$230.00	\$11,500.00	\$420.71	\$21,035.50	\$315.85	\$15,792.50
4	1	Shipping	\$0.00	\$0.00		\$0.00		\$0.00
SUBTOTAL.....				\$11,500.00		\$39,609.94		\$42,042.78
NET TOTAL.....								
TERMS.....								
DELIVERY.....								

RECOMMENDATION:

Award: _____
 Item #1 - GT Distributors _____
 Item #3 - Preciscion Delta _____

Department: Police
 Budgeted Amount Available: \$37,437
 Additional Funds Required: _____
 Prepared By: Lt. Octavio Reyes

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

BID RECOMMENDATION FORM

Title: Ammunition
 Bid No.: 2016-91
 Date Opened: 6/10/2016

			Precision Delta		Clara Garza			
ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	36,000	Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45mm) or equal	\$0.7240	\$26,064.00		No Bid		
2	10,000	Winchester Ranger T-Series JHP RA40TA or equal	\$0.2810	\$2,810.00		No Bid		
3	50,000	Winchester 40 Cal. S&W 165 grain FMJ or equal	\$0.2085	\$10,425.00		No Bid		
4	1	Shipping	\$0.00	\$0.00		No Bid		
SUBTOTAL..... NET TOTAL..... TERMS..... DELIVERY.....				\$39,299.00		No Bid		

RECOMMENDATION:

Award: _____
 Item #1 - GT Distributors _____
 Item #3 - Preciscion Delta _____

Department: Police
 Budgeted Amount Available: \$37,437
 Additional Funds Required: _____
 Prepared By: Lt. Octavio Reyes

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.



THE CITY OF EDINBURG

NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **9:00 a.m. Central Time**, on **Friday, June 10, 2016**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2016-91 AMMUNITION

Bidders receiving a "NOTICE TO BIDDERS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the bidding documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this bid, please contact Mr. Octavio Reyes, Lieutenant at (956) 289-7788.

If Hand-delivering Bids: 415 West University Drive,
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
C/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.



CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the AMMUNITION for the City of Edinburg.
2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the AMMUNITION as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

INSTRUCTIONS TO BIDDERS (Continued):

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

INSTRUCTIONS TO BIDDERS (Continued):

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability	
Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise.

This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of

INSTRUCTIONS TO BIDDERS (Continued):

insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

**CITY OF EDINBURG
REQUEST FOR BIDS FOR
AMMUNITION**

BID NO. 2016-91

BID OPENING DATE: June 10, 2016 at 9:00 a.m.

It is the intent of this Request for Bids to describe and ultimately make it possible for the City of Edinburg to purchase the below mentioned **AMMUNITION**.

The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

The Edinburg police department is requesting sealed bids for the following ammunitions and quantities. All ammunition must be designed for law enforcement use. Any vendor substituting ammunition with an alternate, must be substituted with a law enforcement grade ammunition acceptable to the department's Armorer. The Department waives the right to alter quantities in order to remain within appropriated funds. The Department will also allow for line item separation which is most advantages to the City of Edinburg.

1. 36,000 rounds of Federal Premium LE, Gold Dot Duty Rifle Ammunition 223 Rem. (5.56 X 45MM) or equal:
2. 10,000 rounds of Winchester: Ranger T-Series-JHP RA40TA or equal.
3. 50,000 rounds of Winchester: 40 Cal S&W 165 grain FMJ or equal.

Minimum specifications for Remington .223 caliber.

Manufacturer: Speer

Caliber: .223 Remington

Bullet Type: Gold Dot Soft Point.

Bullet Weight: 62 Grains

Casing: Nickel Plated Brass

Primer: FED 205

Primer Sealant: Yes

Mouth Sealant: No

Head-Stamp: Yes

Lot Identification: Each lot of ammunition shall be assigned a unique identification number. This includes information of the day, month and year of manufacture and assembly line on which the ammunition was manufactured.

Accuracy: 3 inches at 200 yards.

Instrumental Velocity: 3000 fps using a 24" SAAMI Standard test barrel.

Maximum Range: 2.4 miles at 34°. Impact velocity 405 fps.

Muzzle energy: 1238 Ft-lbs.

Chamber Pressure: 55,000 PSI Max

Powder: Flash suppressed

Propellant Detection: 100% mechanical and / or electronic detection of propellant levels within the cartridges.

Visual Inspection: 100% both visual and machine vision inspection of finished cartridges prior to packing.

Rounds per box: 20 rounds per box / 500 rounds per case.

REQUEST FOR BIDS FOR AMMUNITION (Continued):

Minimum specifications for Winchester T- Series for law enforcement RA40TA 40 caliber Jacketed Hollow Point or equal.

Manufacturer: Winchester

Shellcase: Smith & Wesson nickel plated brass shellcase.

Bullet: 165 grain (10.7 gram) reverse tapered jacket with six "talon" design diameter .400 inch (10.16 mm).

Powder: Clean burning, low flash

Primer: Winchester non-corrosive primer, boxer type.

Accuracy: Product Mean of 2.0 inches (5.1 cm) Extreme Spread 5 shot targets at 50 yards (45.7 m) from a 4.0 inch (10.2 cm) SAAMI test barrel.

Velocity: 1130 ft. /sec (344 m/s) nominal at 15 ft. (4.6 m) fired in a 4.0 inch (10.2 cm) SAAMI test barrel.

Energy: 467 ft-lb (633 joules) nominal at 15 ft. (4.6 m).

Pressure: 35,000 psi max average (2,413 bars).

Waterproofing: Lacquer applied to primer annulus.

Rounds per Box: 50

Minimum specifications for Winchester USA40SW 40 caliber Full Metal Jacketed or equal.

Manufacturer: Winchester

Caliber: 40 S&W

Bullet type: Full Metal Jacket

Bullet Weight: 165 grain

Muzzle Energy: 412 ft. lbs.

Muzzle Velocity: 1060 fps.

Rounds per box: 50

Box per case: 10

BID FORM FOR AMMUNITION (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE:

TYPE/PRINT NAME:

TITLE:

COMPANY:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

EMAIL:

**CITY OF EDINBURG
BID FORM FOR
AMMUNITION**

BID NO. 2016-91

BID OPENING DATE: June 10, 2016 at 9:00 a.m.

I/We submit the following bid in ORIGINAL FORM for Ammunition according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

☐ BUYBOARD ☐ HGAC ☐ TXMAS ☐ DEALER/LOCAL
☐ TX DIR ☐ TFC ☐ OTHER _____

Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	36,000 Rounds	FEDERAL PREMIUM LE, GOLD DOT DUTY RIFLE AMMUNITION 223 REM. (5.56 X 45MM) OR EQUAL.	\$ <u>N/B</u>	\$ <u>N/B</u>
2	10,000 Rounds	WINCHESTER: RANGER T-SERIES-JHP RA40TA OR EQUAL.	\$ <u>N/B</u>	\$ <u>N/B</u>
3	50,000 Rounds	WINCHESTER: 40 CAL S&W 165 GRAIN FMJ OR EQUAL	\$ <u>230.00</u>	\$ <u>11,500.00</u>
4		SHIPPING & HANDLING		\$ <u>Ø</u>
5		TOTAL		\$ <u>11,500.00</u>

BID FORM FOR AMMUNITION (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes _____ No X

Respectfully submitted this 6 day of June, 2016.

SIGNATURE:

Michelle Alves

TYPE/PRINT NAME:

Michelle Alves

TITLE:

Operations Manager

COMPANY:

Armser Cartridge Inc.

ADDRESS:

4872 us Hwy 93 N.

Victor MT 59875

TELEPHONE NO.:

406-642-3349

FAX NO.:

406-642-3305

EMAIL:

ACI Michelle @ yahoo.com

**CITY OF EDINBURG
BID FORM FOR
AMMUNITION**

BID NO. 2016-91

BID OPENING DATE: June 10, 2016 at 9:00 a.m.

I/We submit the following bid in ORIGINAL FORM for Ammunition according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

☒ BUYBOARD ☐ HGAC ☐ TXMAS ☐ DEALER/LOCAL
☐ TX DIR ☐ TFC ☐ OTHER _____

Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	36,000 Rounds	FEDERAL PREMIUM LE, GOLD DOT DUTY RIFLE AMMUNITION 223 REM. (5.56 X 45MM) OR EQUAL. <i>CCI # 55 grain</i>	\$ 373.04	\$ 13,429.44
2	10,000 Rounds	WINCHESTER: RANGER T-SERIES-JHP RA40TA OR EQUAL. <i># 24444 - 7/11/16 8:40 AM - would not 42 grain specs.</i>	\$ 514.50	\$ 5,145.00
3	50,000 Rounds	FEDERAL P40HST3 WINCHESTER: 40 CAL S&W 165 GRAIN FMJ OR EQUAL	\$ 420.71	\$ 21,035.50
4		FEDERAL AE40R3 SHIPPING & HANDLING		\$ 0.00
5		TOTAL		\$ 39,609.94

BID FORM FOR AMMUNITION (Continued):

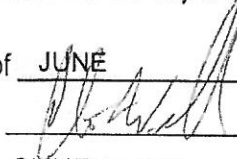
All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No ☒

Has the Company ever conducted business with the City of Edinburg? Yes ☒ No _____

Respectfully submitted this 7th day of JUNE, 2016.

SIGNATURE:


CLINT WELCH

TYPE/PRINT NAME:

TITLE:

CONTRACTS & MANAGED ACCOUNTS SUPERVISOR

COMPANY:

GT DISTRIBUTORS, INC

ADDRESS:

2545 BROCKTON DRIVE, SUITE 100

AUSTIN, TX 78758

TELEPHONE NO.:

1-800-252-8310

FAX NO.:

1-800-480-5845

EMAIL:

TXBIDS@GTDIST.COM

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GT DISTRIBUTORS, INC
AUSTIN, TX United States

Certificate Number:
2016-86777

Date Filed:
07/19/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

CITY OF EDINBURG

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2016-91 / R161271
RIFLE AMMUNITION

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said CLINT WELCH, this the 19th day of JULY, 2016, to certify which, witness my hand and seal of office.

Carol A. Stafford
Signature of officer administering oath

Carol A. Stafford
Printed name of officer administering oath

Accounting
Title of officer administering oath

**CITY OF EDINBURG
BID FORM FOR
AMMUNITION**

BID NO. 2016-91

BID OPENING DATE: June 10, 2016 at 9:00 a.m.

I/We submit the following bid in ORIGINAL FORM for Ammunition according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

☐ BUYBOARD ☐ HGAC ☐ TXMAS ☐ DEALER/LOCAL
☐ TX DIR ☐ TFC ☐ OTHER _____

Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	(500/case) 36,000 Rounds	FEDERAL PREMIUM LE, GOLD DOT DUTY RIFLE AMMUNITION 223 REM. (5.56 X 45MM) OR EQUAL. <i>SPEER 24445SP</i>	<i>\$310.94</i>	<i>\$22,387.18</i>
2	(1,000/case) 10,000 Rounds	WINCHESTER: RANGER T-SERIES-JHP RA40TA OR EQUAL. <i>Federal P40Hst3</i>	<i>\$386.26</i>	<i>\$3,862.60</i>
3	(1,000/case) 50,000 Rounds	WINCHESTER: 40 CAL S&W 165 GRAIN FMJ OR EQUAL <i>Federal AE40R3</i>	<i>\$315.85</i>	<i>\$15,792.50</i>
4		SHIPPING & HANDLING		<i>\$0</i>
5		TOTAL		<i>\$42,042.78</i>

KIESLER POLICE SUPPLY, INC.

BID FORM FOR AMMUNITION (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No ☒

Has the Company ever conducted business with the City of Edinburg? Yes _____ No ☒

Respectfully submitted this 7 day of June, 2016.

SIGNATURE:

TYPE/PRINT NAME:

TITLE:

COMPANY:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

EMAIL:

Crystal Laasanen
Crystal Laasanen
LA SALES
Kiesler Police Supply
2802 Suble Mill Rd.
JEFFERSONVILLE, IN 47130
800-444-2950
812-284-8008
Crystal @ kiesler.com

**CITY OF EDINBURG
BID FORM FOR
AMMUNITION**

BID NO. 2016-91

BID OPENING DATE: June 10, 2016 at 9:00 a.m.

I/We submit the following bid in ORIGINAL FORM for Ammunition according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our "local" solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, HGAC, TXMAS and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas (any and all applicable fees must be included). All cooperative pricing must be submitted on or before bid/proposal opening date and hour.

CHECK ONE

☐ BUYBOARD ☐ HGAC ☐ TXMAS ☐ DEALER/LOCAL
☐ TX DIR ☐ TFC ☐ OTHER _____

Specify

CONTRACT NUMBER: _____ COMMODITY NUMBER: _____
(if applicable) (if applicable)

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	36,000 Rounds	FEDERAL PREMIUM LE, GOLD DOT DUTY RIFLE AMMUNITION 223 REM. (5.56 X 45MM) OR EQUAL. Winchester RA556B <i>5.56mm 64gr Bonded</i> <i>Estimated ETA 60-90 days</i>	<u>\$.724</u>	<u>\$ 26,064.00</u>
2	10,000 Rounds	WINCHESTER: RANGER T-SERIES-JHP RA40TA OR EQUAL. <i>In stock</i> <i>Currently</i>	<u>\$.281</u>	<u>\$ 2,810.00</u>
3	50,000 Rounds	WINCHESTER: 40 CAL S&W 165 GRAIN FMJ OR EQUAL <i>USA40S W</i> <i>Currently In stock</i>	<u>\$.2085</u>	<u>\$ 10,425.00</u>
4		SHIPPING & HANDLING		<u>\$ 0</u>
5		TOTAL		<u>\$ 39,299.00</u>

BID FORM FOR AMMUNITION (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No X

Has the Company ever conducted business with the City of Edinburg? Yes X No _____

Respectfully submitted this 3rd day of June, 2016.

SIGNATURE:

Patricia Lott

TYPE/PRINT NAME:

Patricia Lott

TITLE:

Vice President

COMPANY:

Precision Delta Corp

ADDRESS:

Po Box 128

Ruleville MS 38771

TELEPHONE NO.:

662 756 2810

FAX NO.:

662 756 2590

EMAIL:

precdelta@tecinfo.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-87540

Date Filed:
07/20/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

PRECISION DELTA CORP
Ruleville, MS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Edingurg, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Ammunition
Ammunition Purchases

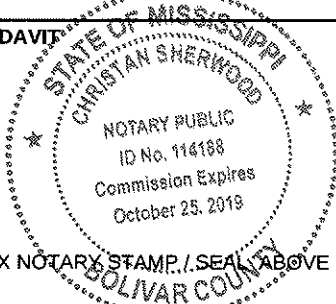
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Patricia Lott

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Patricia Lott, this the 20th day of July, 2016, to certify which ~~witness~~ my hand and seal of office.

Christian Sherwood

Signature of officer administering oath

Christian Sherwood

Printed name of officer administering oath

Lawrence

Title of officer administering oath

REQUEST FOR BIDS FOR AMMUNITION (Continued):

Minimum specifications for Winchester T- Series for law enforcement RA40TA 40 caliber Jacketed Hollow Point or equal.

Manufacturer: Winchester

Shellcase: Smith & Wesson nickel plated brass shellcase.

Bullet: 165 grain (10.7 gram) reverse tapered jacket with six "talon" design diameter .400 inch (10.16 mm).

Powder: Clean burning, low flash

Primer: Winchester non-corrosive primer, boxer type.

Accuracy: Product Mean of 2.0 inches (5.1 cm) Extreme Spread 5 shot targets at 50 yards (45.7 m) from a 4.0 inch (10.2 cm) SAAMI test barrel.

Velocity: 1130 ft. /sec (344 m/s) nominal at 15 ft. (4.6 m) fired in a 4.0 inch (10.2 cm) SAAMI test barrel.

Energy: 467 ft-lb (633 joules) nominal at 15 ft. (4.6 m).

Pressure: 35,000 psi max average (2,413 bars).

Waterproofing: Lacquer applied to primer annulus.

Rounds per Box: 50

Minimum specifications for Winchester USA40SW 40 caliber Full Metal Jacketed or equal.

Manufacturer: Winchester

Caliber: 40 S&W

Bullet type: Full Metal Jacket

Bullet Weight: 165 grain

Muzzle Energy: 412 ft. lbs.

Muzzle Velocity: 1060 fps.

Rounds per box: 50

Box per case: 10

afara Gatz

BID FORM FOR AMMUNITION (Continued):

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original bidding documents.

Does the Company have an office located in Edinburg, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Edinburg? Yes _____ No _____

Respectfully submitted this _____ day of _____, 2016.

SIGNATURE:

TYPE/PRINT NAME:

TITLE:

COMPANY:

ADDRESS:

TELEPHONE NO.:

FAX NO.:

EMAIL:

Paragon

BIDDER'S LIST AMMUNITION

**G T Distributors
2545 Brockton Drive, Suite 100
Austin, Texas 78758**

**McBrides Guns, Inc.
2915 San Gabriel
Austin, Texas 78705**

**B &S Wholesale, Inc.
6246 A Broadway
Garland, Texas 75043**

**Victoria's All-Sports Center
1902 Houston Hwy.
Victoria, Texas 77901**

**AMCHAR Wholesale, Inc.
100 Airpark Drive
Rochester, New York 14624**

**Elk Castle Shooting Sports
8240 West Freeway
Fort Worth, Texas 76108**

**Tex-Guns
5230 D. Manchaca Rd.
Austin, Texas 78745**

**Danny's Inc.
300 S. Broadway
McAllen, Texas 78501**

**Glick Twins
419 W. Highway 83
Pharr, Texas 78577**

**Webers Sporting Goods
2701 Ira Young Drive
Temple, Texas 76504**

**Field & Stream
3812 Houston Harte
San Angelo, Texas 76901**

**Precision Delta Corp.
P.O. Box 128
Ruleville, Mississippi 38771**

**Kirkpatrick Gun & Ammo
313 West Village Blvd. #103
Laredo, Texas 78041**

**Nagel Gun Shop, Inc.
6201 San Pedro Avenue
San Antonio, Texas 78216**

**Dury's Gun Shop
819 Hot Wells
San Antonio, Texas 78223**

**Sheridan Outfitters
5515 South Staples
Corpus Christi, Texas 78411**

**Suppressed Tactical Solutions,
LLC
808 S. Shary Road Ste. 5-233
Mission, Texas 78572**

**Pro Force Law Enforcement
655 Berry Street, Suite H
Brea, California 92821**

**Cabela's
15570 IH 35
Buda, Texas 78610**

**Gander Mountain
151 Market Square Blvd.
Tyler, Texas 75703**

**Robinson's Guns
4262 Hwy 49
Drew, MS 38737**

**G T Distributors
P.O. Box 16080
Austin, Texas 78758**

**44 Firearms LLC
3421 U.S. 83 Business #7
McAllen, Texas 78501**

**The Powderhorn
2412 S. Loop 410 W
San Antonio, Texas 78227**

Texas Guns
7122 Bandera Rd.
San Antonio, Texas 78238

Turner's Outdoorsman
1932 N. Tustin
Orange, CA 92665

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Authorizing the Purchase of Body Cameras and Data Storage Server from Coban Technologies, Inc., through the Houston Galveston Area Council (HGAC), in the Amount of \$104,507.
[David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

Staff is requesting authorization for the purchase ninety-one (91) Body Cameras, a 40TB Data Storage Server and accessories from Coban Technologies, Inc.

Funding for the purchase of the ninety-one (91) Body Cameras, a 40TB Data Storage Server and accessories will be funded as follows: \$75,332.25 will be funded with the assistance of the Office of the Governor, grant # 3152501 award. The remaining \$29,174.75 will be funded through the Department's TCSA Fund.

The purchase will be made through the HGAC (Houston Galveston Area Council). The body cameras will be integrated to work with the Department's existing Coban in-car video system. Coban Technologies Inc., is the Department In-Car Video service provider.

Staff has verified Coban Technologies Inc., has no outstanding debts with the City. The City of Edinburg has done business with Coban Technologies Inc., in the past. Coban Technologies Inc., has no exclusions active in the System for Award Management.

RECOMMENDATION:

Approve Authorizing the Purchase of Body Cameras and Data Storage Server from Coban Technologies, Inc., through the Houston Galveston Area Council (HGAC), in the Amount of \$104,507.

REVIEWED BY:

/s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

PREPARED BY:

/s/David White
David White
Chief of Police

/s/Richard M. Hinojosa
by SM
Richard M. Hinojosa
City Manager

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

EF-04-15

Date
Prepared:

7/15/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Edinburg Police Department	Contractor:	COBAN Technologies, Inc
Contact Person:	Lt. O. Reyes	Prepared By:	LaMonica Archer
Phone:	956-381-9825	Phone:	281-925-0458
Fax:	956-386-0667	Fax:	281-925-0535
Email:	oreyes@cityofedinburg.com	Email:	lamonicaa@cobantech.com

Catalog / Price Sheet Name:	Published Options
General Description of Product:	Digital Video Recording Solution

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
91	ECHO-01 / ECHO Body Camera Package	425	38675
91	ECHO-03 ECHO Clip IR Camera	160	14560
4	ECHO-04 / ECHO 6-Bay Multi Dock	495	1980
			0
91	WLIC-221 / DVMS BWC Solution	90	8190
91	WMAIN-201 / DVMS BWC Solution Renewal - 2nd Year	90	8190
91	WMAIN-201 / DVMS BWC Solution Renewal - 3rd Year	90	8190
			0
1	Server 40TB & UPS	22855	22855
1	Back Office Set Up /Configuration / Training	2995	2995
4	Project Management	175	700
			0
Total From Other Sheets, If Any:			
Subtotal A:			106335

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
40	ECHO Single Bay Dock w/USB Cable (Vehicle Mount)	141	5640
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			5640

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

5%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Shipping	1615
Discount	-9083
Subtotal C:	-7468

Delivery Date: 45 Days ARO

D. Total Purchase Price (A+B+C): 104507

SAM Search Results
List of records matching your search for :

Search Term : Coban*
Record Status: Active

ENTITY	COBAN TECHNOLOGIES, INC.	Status:Active
DUNS: 119738982	+4:	CAGE Code: 41ZN9 DoDAAC:
Expiration Date: Dec 2, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 11375 S SAM HOUSTON PKWY W STE 800	City: HOUSTON	State/Province: TEXAS
ZIP Code: 77031-2348		Country: UNITED STATES

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

COBAN TECHNOLOGIES, INC.
HOUSTON, TX United States

Certificate Number:
2016-53751

Date Filed:
05/11/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg Police Department

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

HGAC No. EF04-15
In-Car Video Digital Camera System

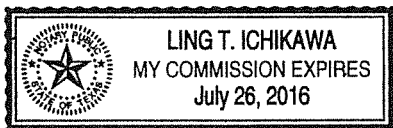
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Griffin, Mark	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Mark Griffin
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mark Griffin, this the 11th day of May, 2016, to certify which, witness my hand and seal of office.

Ling T. Ichikawa Ling T. Ichikawa _____
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Octavio Reyes

From: Chad Dufner
Sent: Tuesday, June 14, 2016 8:06 AM
To: Octavio Reyes
Subject: FW: CJD eGrants: Notification of OOG Grant Award for Grant Number: 3152501

Body Cameras.

-----Original Message-----

From: eGrants@gov.texas.gov [mailto:eGrants@gov.texas.gov]
Sent: Tuesday, June 14, 2016 7:07 AM
To: Richard Hinojosa <rhinojosa@cityofedinburg.com>; Chad Dufner <CDufner@cityofedinburg.com>; Ascencion Alonzo <aalonzo@cityofedinburg.com>
Subject: CJD eGrants: Notification of OOG Grant Award for Grant Number: 3152501

It is a pleasure to inform you that your application for funding has been awarded!

See the instructions below for specific information about activating your award. Thank you for your work and best wishes for a successful project.

Instructions for Activating Your Grant

To activate your agency's grant, the Authorized Official should log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' page. In the 'Current Status' column, locate the application(s) marked 'Pending Acceptance of Award'. Click on the grant number and proceed to the 'Accept Award' tab. At the bottom of this page you may click the appropriate tab to 'Accept' or 'Decline' the award for your grant.

CONTRACTUAL

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Authorizing the City Manager to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration, for participation in the McAllen HIDTA Task Force. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

The U.S. Department of Justice Drug Enforcement Administration (DEA) has offered the City of Edinburg continued funding for the assignment of one officer to work with the DEA's McAllen District Office. The officer will work jointly with DEA to:

- Disrupt the illicit drug traffic in the Edinburg, Texas, area by immobilizing targeted violators and trafficking organizations; and,
- Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
- Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

Subject to the available annual appropriated funds, DEA will reimburse the City of Edinburg Police Department for overtime, vehicle lease and fuel.

- The term of this agreement shall be effective from October 1, 2016 until September 30, 2017.

RECOMMENDATION:

Approve Authorizing the City Manager to Renew and Execute a Cooperative Agreement Between the City of Edinburg and the United States Department of Justice, Drug Enforcement Administration, for participation in the McAllen HIDTA Task Force.

REVIEWED BY:

PREPARED BY:

Lt. Chad Dufner

Â

/s/ Ricardo Palacios by CP

Ricardo Palacios

City Attorney

/s/Richard M. Hinojosa
by SM

Richard M. Hinojosa

City Manager

/s/ Ascencion Alonzo

Ascencion Alonzo

Director of Finance

/s/David White

David White

Chief of Police

RECORD OF VOTE:

APPROVED

DISAPPROVED

TABLED

NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember



U. S. Department of Justice
Drug Enforcement Administration
Houston Division
1433 West Loop South, Suite 600
Houston, Texas 77027

www.dea.gov

July 11, 2016

David E. White
Chief of Police
Edinburg Police Department
1702 S. Closner Boulevard
Edinburg, Texas 78539

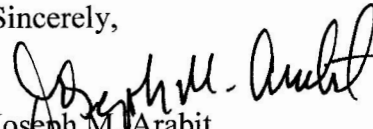
Dear Chief White:

Thank you for your continued support of the Drug Enforcement Administration. Your participation in the State and Local Task Force Program allows us to jointly and effectively serve the McAllen community as a whole.

Enclosed for your review and signature is the Task Force Agreement for Fiscal Year 2017, as well as a self-addressed envelope for your convenience. Once all signatures are obtained, a courtesy copy will be sent to your office for your records.

Please contact me at 713-693-3001 or Assistant Special Agent in Charge Stephen M. Jenkins at 956-992-8405 with questions regarding any Task Force matters.

Sincerely,


Joseph M. Arabit
Special Agent in Charge

Enclosures

STATE AND LOCAL HIDTA TASK FORCE AGREEMENT

This agreement is made this 1st day of October 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Edinburg Police Department (hereinafter "EPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas, area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Texas, the parties hereto agree to the following:

1. The McAllen HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the McAllen, Texas, area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.
2. To accomplish the objectives of the McAllen HIDTA Task Force, the EPD agrees to detail one (1) experienced officer(s) to the HIDTA Task Force for a period of not less than two years. During this period of assignment, the assigned officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The EPD officer(s) assigned to the Task Force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The EPD officer(s) assigned to the Task Force shall be deputized as Task Force Officer(s) of DEA pursuant to 21 USC 878.
5. To accomplish the objectives of the HIDTA Task Force, DEA will assign six (6) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and EPD officer(s) to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.
6. In no event will the EPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

7. The EPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

8. The EPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The EPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved or for a period of three (3) years after termination of this agreement, whichever is later.

9. The EPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

10. The EPD agrees that an authorized officer(s) or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The EPD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

11. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the EPD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

12. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2017. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by EPD during the term of this agreement.

For the Drug Enforcement Administration:

Joseph M. Arabit
Special Agent in Charge

Date: _____

For the Edinburg Police Department:

David E. White
Chief of Police

Date: _____

For the City of Edinburg:

Richard Hinojosa
City Manager

Date: _____

ATTEST:

BY: _____
Myra L. Ayala Garza
City Secretary

Date: _____



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: (Grantee = Agency)

2. Application Number and/or Project Name

N/A

3. Grantee IRS/Vendor Number

N/A

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

WAIVER

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Authorizing the City Manager to Waive Rental Fees for the use of the Softball Fields at the Edinburg Municipal Park for the Annual Emergency Services Softball Classic "Guns N' Hoses" to be Held on Saturday, August 20, 2016. [Richard M. Hinojosa, City Manager]

STAFF COMMENTS AND RECOMMENDATION:

The Edinburg Police Department has challenged the Edinburg Fire Department to a friendly softball game on Saturday, August 20, 2016 at the Edinburg Municipal Park starting at 5:00 p.m. until 11:30 p.m. The "Guns N' Hoses" softball game is being sponsored by the Edinburg Police Association to bring the two departments together, along with their families, to enjoy a day of fun and come together following the tragic events happening with police across the Nation. The Edinburg Police Association will be providing food, drinks, and music for the event.

A waiver of rental fees is being requested for the use of the softball fields and lights for Saturday, August 20, 2016.

If waiver of rental fees is approved, the City's Facility Rental Agreement will be executed and the Edinburg Police Department and the Edinburg Fire Department will abide by all terms not specifically waived.

RECOMMENDATION:

Approve Authorizing the City Manager to Waive Rental Fees for the Use of the Softball Fields at the Edinburg Municipal Park for the Annual Emergency Services Softball Classic "Guns N' Hoses" to be Held on Saturday, August 20, 2016.

REVIEWED BY:

PREPARED BY:

Dora M. Gonzalez,
Executive Assistant

/s/Richard M. Hinojosa
by SM

Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

Â /s/Sonia Marroquin

Sonia Marroquin
Assistant City Manager

RECORD OF VOTE:

APPROVED

DISAPPROVED

TABLED

NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

BUDGET

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Certification of 2016 Anticipated Debt Collection Rate and 2015 Excess Debt Collection.
[Ascencion Alonzo, Director of Finance]

STAFF COMMENTS AND RECOMMENDATION:

The Texas Property Tax Laws require Tax Assessor/Collector to certify to the governing body, on the following:

1. 2016 Certified Anticipated Debt Collection Rate
1. 2015 Excess Debt Collection

RECOMMENDATION:

Staff recommends Approval for Certification of 2016 Anticipated Debt Collection Rate and 2015 Excess Debt Collection.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
by SM

Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

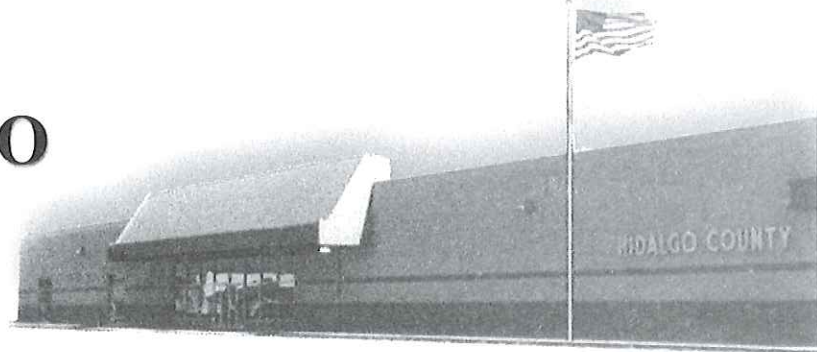
J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

Office of Tax Assessor - Collector
COUNTY of HIDALGO



Pablo "Paul" Villarreal, Jr. R7A
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • (956) 318-2733

July 6, 2016

CITY OF EDINBURG
ASCENCION ALONZO
PO BOX 1079
EDINBURG, TX 78540

Re: 2016 CITY OF EDINBURG Anticipated Collection Rate
And Excess 2015 Debt Tax Collections

Dear Mr/s. ALONZO:

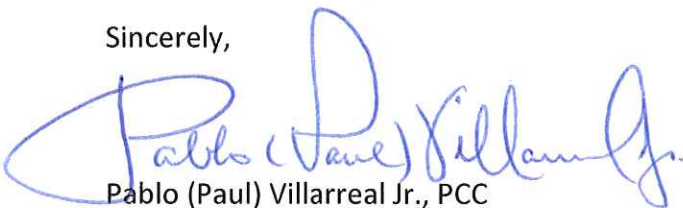
As you are aware, a taxing unit that levies a Debt Tax must consider anticipated collections in calculating the debt component of its Rollback Tax Rate. The collector must certify the above mentioned in addition to excess Debt Tax Collections for the year 2015 to the governing body.

Certification

This is to certify that the Estimated Collection Rate for the year 2016 has been projected at the 100% rate.

Also, the 2015 Estimated Collection Rate was projected at 100% and consequently no excess Debt Tax Collections are to be reported in Schedule "B", 2015 Debt Service Report.

Sincerely,


Pablo (Paul) Villarreal Jr., PCC

Encl.



AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Consider Transfers of Funds in the Fiscal Year 2015-2016 Budget Within the Following Accounts:

- General Fund: FROM Drainage Facilities TO Travel, Trainings, Meetings, in the Amount of \$300. [Ponciano N. Longoria, P.E., C.F.M., Director of Public Works]
- General Fund: FROM Salaries TO Salaries; Taxes; Food; Other Supplies; Office Equipment & Furniture; Travel, Training; Meetings; Rents & Contractuals; Communications; and Humane Society, in the Amount of \$100,320. [Ascencion Alonzo, Director of Finance]
- Utility Fund: FROM Waterlines & Fire Hydrants TO Air Conditioning Units; and Water Distribution System, in the Amount of \$29,312. [Arturo Martinez, Director of Utilities]
- General Fund: FROM Machines & Equipment TO Air Conditioning Units, in the Amount of \$16,000. [Joe Filoteo, Director of Parks & Recreation]
- Solid Waste Management Fund: FROM Other TO Signs & Signal Equipment; and Air Conditioning Units, in the Amount of 2,000. [Ramiro Gomez, Director of Solid Waste Management]
- Solid Waste Management Fund: FROM Structures; Motor Vehicles; Machines & Equipment; and Other TO Machines & Equipment; and Motor Vehicles, in the Amount of \$375,000. [Ramiro Gomez, Director of Solid Waste Management]
- T.C.S.A. Fund: FROM Membership Dues & Subsc; and Other TO Other, in the Amount of \$20,175. [David White, Chief of Police]

STAFF COMMENTS AND RECOMMENDATION:

According to City Policy, all Transfer of Funds made from one Budget Category to another require Legislative approval, only after a written recommendation is submitted by the City Manager.

Consequently, City Council action is being requested to approve the Transfer of Funds to the appropriate account as a financial procedure. These expenditures were approved in the 2015-2016 Fiscal Year Budget.

RECOMMENDATION:

Approve the Transfers of Funds in the Fiscal Year 2015-2016 Budget, as Requested by the Department.

REVIEWED BY:

PREPARED BY:

Â

/s/Richard M. Hinojosa
by SM

Richard M. Hinojosa
City Manager

/s/Ascencion Alonzo
Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME General
DEPARTMENT Public Works/Streets

TRANSFER FROM:

ACCOUNT TITLE				ACCOUNT NUMBER												AMOUNT				
									*											
1	MATERIALS-DRAINAGE FACILITIES			0	1	-	5	2	4	3	-	0	4	4	7	0	-	0	0	\$300.00
2						-					-						-			
3						-					-						-			
4						-					-						-			
5						-					-						-			
6						-					-						-			
7						-					-						-			
											Total						\$300.00			

TRANSFER TO:

ACCOUNT TITLE				ACCOUNT NUMBER												AMOUNT				
								*												
1	CONTRACTUAL-TRAVEL, TRAINING, MEETING			0	1	-	5	2	4	5	-	0	4	7	7	0	-	0	0	\$300.00
2						-					-									
3						-					-									
4						-					-						-			
5						-					-						-			
6						-					-						-			
7						-					-						-			
											Total							\$300.00		

EXPLANATION: MONIES IS NEEDED FOR MR. QUINONES TO ATTEND A CLASS TO OBTAIN HIS PESTICIDE LICENSE.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUALS

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

☒

No

☐

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. [Signature]
Department Head

7/21/16

3. [Signature]
City Manager

RmH 7/26/16

REVIEWED BY:

2. [Signature]
Director of Finance

07/21/16

DATE ENTERED: ____/____/____

(White Copy- Finance Department/Pink Copy- Department's Copy)

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME GENERAL
DEPARTMENT VARIOUS

TRANSFER FROM:

ACCOUNT TITLE								ACCOUNT NUMBER										AMOUNT						
								*																
	SALARIES							0	1	-	5	0	5	1	-	0	4	0	1	0	-	0	0	15,000
	SALARIES							0	1	-	5	0	7	1	-	0	4	0	1	0	-	0	0	44,000
	SALARIES							0	1	-	5	2	3	1	-	0	4	0	1	0	-	0	0	6,310
	SALARIES							0	1	-	5	2	4	1	-	0	4	0	1	0	-	0	0	35,010
										-					-					-				
										-					-					-				
										-					-					-				
														Total						100,320				

TRANSFER TO:

ACCOUNT TITLE								ACCOUNT NUMBER										AMOUNT		
								*												
	SALARIES	0	1	-	5	0	2	1	-	0	4	0	1	0	-	0	0	34,000		
	TAXES	0	1	-	5	0	2	1	-	0	4	1	0	0	-	0	0	900		
	FOOD	0	1	-	5	0	1	2	-	0	4	3	5	0	-	0	0	6,000		
	OTHER SUPPLIES	0	1	-	5	0	1	2	-	0	4	3	9	0	-	0	0	8,600		
	OFFICE EQUIP & FURNITURE	0	1	-	5	0	1	2	-	0	4	4	0	0	-	0	0	90		
	TRAVEL, TRAINING, MEETING	0	1	-	5	0	1	5	-	0	4	7	7	0	-	0	0	10,000		
	RENTS & CONTRACTUALS	0	1	-	5	0	1	5	-	0	4	8	1	0	-	0	0	700		
	COMMUNICATIONS	0	1	-	5	0	2	4	-	0	4	6	6	0	-	0	0	5		
	RENTS & CONTRACTUALS	0	1	-	5	0	2	5	-	0	4	8	1	0	-	0	0	25		
	HUMAN SOCIETY	0	1	-	5	8	0	7	-	0	4	2	9	1	-	0	0	40,000		
									Total									100,320		

EXPLANATION: TRANSFER OF FUNDS REQUIRED TO COMPLETE FISCAL YEAR 2015-2016 FOR VARIOUS DEPARTMENTS DUE TO UNFORSEEN EXPENDITURES.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES ☒

No ☐

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. [Signature]
Department Head

7/21/2016

3. [Signature] for RMH 7/24/16
City Manager

REVIEWED BY:

2. [Signature] 7/21/2016
Director of Finance

DATE ENTERED: ____/____/____

(White Copy- Finance Department/Pink Copy- Department's Copy)

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME - UTILITY
DEPARTMENT - SYSTEMS

FROM:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT	
								*							
1	Waterlines & Fire Hydrants	0	2	-	5	7	4	6	-	0	4	9	0	0	\$29,312
2															
3															
4															
5															
6															
7															
8															
TOTAL														\$29,312	

TO:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT	
1	Air Conditioning Units	0	2	-	5	7	4	4	-	0	4	6	7	0	\$792
2	Water Distribution System	0	2	-	5	7	4	4	-	0	4	7	1	0	\$28,520
3															
4															
5															
6															
7															
8															
TOTAL														\$29,312	

EXPLANATION: Transfers are being requested due to materials and supplies needed for unexpected waterline repairs at various locations, and to for the remainder the of the fiscal year.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUALS

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

☒

No

☐

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1.

Department Head

3.

City Manager

REVIEWED BY:

2.

Director of Finance

DATE ENTERED:

(White Copy- Finance Department/Pink Copy- Department's Copy)

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME GENERAL
DEPARTMENT BUILDING MAINTENANCE

TRANSFER FROM:

ACCOUNT TITLE				ACCOUNT NUMBER												AMOUNT		
								*										
	Machines & Equipment	0	1	-	5	2	3	6	-	0	4	9	5	0	-	0	0	\$16,000.00
									Total								\$16,000.00	

TRANSFER TO:

ACCOUNT TITLE				ACCOUNT NUMBER												AMOUNT		
								*										
	Air Conditioning Units	0	1	-	5	2	3	4	-	0	4	6	7	0	-	0	0	\$16,000.00
									Total								\$16,000.00	

Transfer needed to cover expenditure needed to replace condenser coil to A/C unit at City Hall and compressor to A/C unit at City Auditorium.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

☒

No

☐

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. [Signature]
Department Head

7/22/16

3. [Signature] RMH 7/27/16
City Manager

REVIEWED BY:

DATE ENTERED:

2. [Signature]
Director of Finance

(White Copy- Finance Department/Pink Copy- Department's Copy)

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME SOLID WASTE MANAGEMENT
DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

ACCOUNT TITLE								ACCOUNT NUMBER										AMOUNT						
								*																
	OTHER							1	4	-	5	7	5	6	-	0	4	9	9	0	-	0	0	2,000
													Total						2,000					

TRANSFER TO:

ACCOUNT TITLE								ACCOUNT NUMBER										AMOUNT						
								*																
	SIGNS & SIGNAL EQUIPMENT							1	4	-	5	7	5	4	-	0	4	5	8	0	-	0	0	1,000
	AIR CONDITIONING UNITS							1	4	-	5	7	5	4	-	0	4	6	7	0	-	0	0	1,000
														Total						2,000				

EXPLANATION: Transfer necessary to fund current and additional expenditures for unanticipated repairs to HVAC System updating of landfill signs (Per TAC), and the install and programming of Two Way Radios for Solid Waste Units.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

☒

No

☐

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1.

Department Head

7/27/16

3.

City Manager

7/27/16

REVIEWED BY:

2.

Director of Finance

7/27/16

DATE ENTERED:

____/____/____

(White Copy- Finance Department/Pink Copy- Department's Copy)

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME SOLID WASTE MANAGEMENT
DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

ACCOUNT TITLE							ACCOUNT NUMBER										AMOUNT	
							*											
	STRUCTURES	1	4	-	5	7	5	6	-	0	4	8	6	0	-	0	0	278,840
	MOTOR VEHICLES	1	4	-	5	7	5	6	-	0	4	8	9	0		0	0	24,684
	MACHINES & EQUIPMENT	1	4	-	5	7	5	6	-	0	4	9	5	0		0	0	42,850
	OTHER	1	4	-	5	7	5	6	-	0	4	9	9	0		0	0	28,626
									Total							375,000		

TRANSFER TO:

ACCOUNT TITLE				ACCOUNT NUMBER														AMOUNT				
								*														
	MACHINES & EQUIPMENT			1	4	-	5	7	5	4	-	0	4	5	6	0	-	0	0	175,000		
	MOTOR VEHICLES			1	4	-	5	7	5	4	-	0	4	5	7	0	-	0	0	200,000		
											Total								375,000			

EXPLANATION: Transfer necessary to fund current and additional expenditures for unanticipated repairs to Landfill Earth Moving Fleet and Commerical Collection Equipment, (Commercial Side Load, Roll Off and Front Load Retrievers), for their continued use as front line service equipment.

*CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

☒

No

☐

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1.

Department Head

7/27/16

3.

City Manager

REVIEWED BY:

2.

Director of Finance

7/27/16

DATE ENTERED:

____/____/____

(White Copy- Finance Department/Pink Copy- Department's Copy)

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME - TCSA
DEPARTMENT - POLICE

TRANSFER FROM:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT	
								*							
CONTRACTUAL-MEMBERSHIP DUE		3	0	-	5	1	1	5	-	0	4	7	8	0	10,000.00
CAPITAL OUTLAY -OTHER		3	0	-	5	1	1	6	-	0	4	9	9	0	10,175.00
Total														20,175.00	

TRANSFER TO:

ACCOUNT TITLE		ACCOUNT NUMBER												AMOUNT	
								*							
SUPPLIES - OTHER		3	0	-	5	1	1	2	-	0	4	3	9	0	\$ 20,175.00
Total														\$ 20,175.00	

EXPLANATION:

FUNDS ARE NEEDED FOR CITY MATCH ON BODY CAMERA GRANT.

CATEGORIES-1) PERSONNEL SERVICES 2) SUPPLIES 3) MATERIALS 4) MAINTENANCE 5) CONTRACTUAL

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

☒

No

☐

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

APPROVED BY:

1. Asst. Chief of Police 7/27/16
 Department Head

3. Manager for CMH 7/27/16
 City Manager

REVIEWED BY:

DATE ENTERED:

2. Director of Finance 7/27/16
 Director of Finance

____/____/____

(White Copy- Finance Department/Pink Copy- Department's Copy)

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
AUGUST 03, 2016

Discuss and Consider Proposed Tax Rate for the City of Edinburg for Fiscal Year Beginning October 1, 2016 through September 30, 2017 and Setting Public Hearings. [Ascencion Alonzo, Director of Finance]

STAFF COMMENTS AND RECOMMENDATION:

Senate Bill (S.B.) 18, 79th Texas Legislature, Regular Session, provides for changes in notices and hearings. The notice and hearing limit is the effective tax rate or the rollback rate, whichever is lower for the taxing unit. The taxing unit's governing body must vote to place the proposal to adopt the rate on the agenda at a future meeting as an action item. The vote must be recorded and the proposal must specify the desired rate. If the motion passes, the governing body must schedule two public hearings on the proposal. The governing body must publish a quarter-page notice notifying the public of the hearings, must hold the public hearings, and must publish a second quarter-page notice before adopting the tax rate.

S.B. 18 also amends Section 26.06(d) Tax Code. It states that after each public hearing required by subsection (b), the governing body shall give notice of the meeting at which it will vote on the proposed tax rate. The notice of the vote must include the dates and times of both public hearings.

Property tax rates have remained at \$0.63500 during the past twenty years, and the City Manager recommends the proposed tax rate to remain at \$0.63500. Comparing tax rates without adjusting for changes in property value, the tax rate would not change per \$100 of taxable value, which is a zero percent change compared to last year's tax rate.

A record vote must be recorded on the proposed tax rate along with the governing body scheduling two public hearings on the proposal. City Manager recommends first public hearing to be held at Edinburg City Hall-Council Chambers, 415 West University Drive on August 16, 2016 at 6:00 p.m., and the second public hearing to be held at Edinburg City Hall-Council Chambers, 415 West University Drive on August 23, 2016 at 12:00 p.m.

RECOMMENDATION:

Authorize Proposed Tax Rate of \$0.63500 for the City of Edinburg for Fiscal Year Beginning October 1, 2016 through September 30, 2017 and Setting the First Public Hearing to be Held on August 16, 2016 at 6:00 p.m., and the Second Public Hearing to be Held on August 23, 2016 at 12:00 p.m.

REVIEWED BY:

PREPARED BY:

/s/Richard M. Hinojosa
by SM

Richard M. Hinojosa
City Manager

Â /s/Ascencion Alonzo

Ascencion Alonzo
Director of Finance

RECORD OF VOTE:

APPROVED
DISAPPROVED
TABLED
NO ACTION

Richard Molina
Mayor Pro-Tem

J. R.
Betancourt
Councilmember

Richard H. Garcia
Mayor

Homer Jasso, Jr.
Councilmember

David Torres
Councilmember

2016 Governing Body Summary #1A*

Benchmark 2016 Tax Rates

CITY OF EDINBURG

Date: 07/28/2016 03:07 PM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
Effective Tax Rate	\$0.6186	\$23,024,236	
One Percent \$100 Tax Increase***	\$0.6248	\$23,254,999	\$230,763
One Cent per \$100 Tax Increase***	\$0.628600	\$23,396,435	\$372,199
Notice & Hearing Limit****	\$0.6186	\$23,024,236	\$0
Rollback Tax Rate	\$0.6689	\$24,896,397	\$1,872,161
Last Year's Tax Rate	\$0.635000	\$23,634,643	\$610,407
Proposed Tax Rate	\$0	\$0	\$-23,024,236

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 19 of the Effective Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to effective tax rate.

****The Notice and Hearing Limit is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.